



# **Miami Beach Redevelopment Agency**

**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive**

**February 8, 2006**

Chairman of the Board David Dermer  
Member of the Board Matti Herrera Bower  
Member of the Board Simon Cruz  
Member of the Board Luis R. Garcia, Jr.  
Member of the Board Saul Gross  
Member of the Board Jerry Libbin  
Member of the Board Richard L. Steinberg

Executive Director Jorge M. Gonzalez  
Assistant Director Tim Hemstreet  
General Counsel Murray H. Dubbin  
Secretary Robert E. Parcher

## **AGENDA**

### **1. OLD BUSINESS**

- A Report Of The Itemized Revenues And Expenditures Of The Miami Beach Redevelopment Agency's City Center District And South Pointe (Pre-Termination Carry Forward Balances) For The Month Of November 2005. (Page 649)  
(Finance Department)
- B Report Of The Itemized Revenues And Expenditures Of The Miami Beach Redevelopment Agency's City Center District And South Pointe (Pre-Termination Carry Forward Balances) For The Month Of December 2005. (Page 687)  
(Finance Department)

### **2. NEW BUSINESS**

- A A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency, Appropriating And Authorizing The Use Of City Center Redevelopment Area Interest Earnings, In An Amount Not -To-Exceed \$347,925, For Amendment No. 1 To The Agreement Between The City Of Miami Beach And Chen And Associates, Inc., Dated September 8, 2004, For The Provision Of Additional Planning, Design, Permitting, Bid And Award, And Construction Administration Services For Additional Streetscape Improvements, Water And Wastewater Main Upgrades To The City Center Right Of Way Improvements Project.  
**Joint City Commission and Redevelopment Agency** (Page 725)  
(Capital Improvement Projects)
- B A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency, Florida, Approving A Settlement Providing For The Early Termination Of The Retail Lease Between The Miami Beach Redevelopment Agency (RDA), As Landlord, And Abkey No 17, Inc., D/B/A Fuddruckers, As Tenant, Dated September 8, 1999, For Suites 1 Through 3 And 4 In The Anchor Shops, Located At 1551 Washington Avenue, Miami Beach, Florida; Approval Of The Aforestated Settlement Subject To And Conditioned Upon Tenant's Execution And Satisfaction Of The Terms And Conditions Set Forth In The Letter Agreement, Dated February 8, 2006, Between The RDA And The Tenant; Further Authorizing The Chairman And Secretary To Execute A New Retail Lease With The Replacement Tenant, BBQ Beach, Inc., For The Above Described Retail Premises. (Page 738)  
(Redevelopment Agency)

**End of RDA Agenda**



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## HOW A PERSON MAY APPEAR BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF MIAMI BEACH, FLORIDA

The regularly scheduled meetings of the Redevelopment Agency are established by Resolution and are generally held on the same day the Miami Beach City Commission holds their regularly scheduled meetings. The Redevelopment Agency meetings commence at 10:00 a.m.

1. Jorge M. Gonzalez has been designated as the Agency's Executive Director.  
Robert Parcher has been designated as the Agency's Secretary.
2. Person requesting placement of an item on the agenda must provide a written statement to the Agency Executive Director, 4th Floor, City Hall, 1700 Convention Center Drive, telephone 673-7285, outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment will be set up to discuss the matter with a member of the Executive Director's staff. Procedurally, "Request for Agenda Consideration" will not be placed upon the Agency agenda until after Administrative staff review. Such review will ensure that the issue has been addressed in sufficient detail so that the Agency members may be fully apprised of the matter to be presented. Persons will be allowed three (3) minutes to make their presentation and will be limited to those subjects included in their written request. Such written requests must be received in the Executive Director's office no later than noon on Tuesday of the week prior to the scheduled Agency meeting to allow time for processing and inclusion in the agenda package.
3. Once an agenda for the Redevelopment Agency meeting is published, and a person wishes to speak on items listed on the agenda, he/she may call or come to the Agency Secretary's Office, 1st floor, City Hall, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m., on the Tuesday prior to the Agency meeting and give their name, the agenda item to be discussed and, where known, the agenda item number.

Copies of the Agency agenda may be reviewed at the Agency's Secretary Office (City Clerk's Office) on the Monday prior to the Agency's regular meeting.

The complete agenda, with all backup material, is available for inspection on the Monday prior to the Agency meeting at the Agency Secretary office (City Clerk's Office).

4. All persons who have been listed by the Agency Secretary to speak on the agenda item in which they are specifically interested, will be allowed up to three (3) minutes to present their views.

Robert Parcher  
Agency Secretary

March 7, 2001

**2006 Schedule of City of Miami Beach  
City Commission and Redevelopment Agency (RDA) Meetings**

Meetings begin at 9:00 a.m. and are held in the City Commission Chambers, 3<sup>rd</sup> Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

**CITY COMMISSION MEETINGS**

January 11 (Wednesday)

February 8 (Wednesday)

March 8 (Wednesday)

April 11 (Tuesday)

May 10 (Wednesday)

June 7 (Wednesday)

July 12 (Wednesday)

**August - City Commission in Recess**

September 6 (Wednesday)

October 11 (Wednesday)

November 8 (Wednesday)

December 6 (Wednesday)

**ALTERNATE MEETINGS**

January 18 (Wednesday)

February 15 (Wednesday)

March 15 (Wednesday)

April 18 (Tuesday)

May 17 (Wednesday)

July 26 (Wednesday)

October 18 (Wednesday)

November 15 (Wednesday)

December 13 (Wednesday)

The "alternate" City Commission meeting date have been reserved to give the Mayor and City Commission the flexibility to carry over a Commission Agenda item(s) to the "alternate" meeting date, if necessary. Any Agenda item(s) carried over will be posted on the City's website, aired on Government Channel 20, or you may call the City Clerk's office at 305-673-7411.

Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m. and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

**REPORT OF THE ITEMIZED REVENUES AND  
EXPENDITURES OF THE  
  
MIAMI BEACH REDEVELOPMENT AGENCY'S  
CITY CENTER DISTRICT  
  
AND THE  
  
SOUTH POINTE  
(PRE-TERMINATION CARRY FORWARD BALANCES)  
  
FOR THE MONTH OF  
NOVEMBER 2005**

Agenda Item 1A  
Date 02-08-06



## REDEVELOPMENT AGENCY MEMORANUM

TO: Chairman and Members of the  
Miami Beach Redevelopment Agency

FROM: Jorge M. Gonzalez, Executive Director

DATE: February 8, 2006

SUBJECT: Report Of The Itemized Revenues And Expenditures Of The Miami Beach Redevelopment Agency's City Center District And The South Pointe (Pre-Termination Carry Forward Balances) For the Two Months Ended November 30, 2005.

On July 15, 1998 the Chairman and Members of the Board of the Miami Beach Redevelopment Agency resolved that an itemized report of the revenues and expenditures of the Miami Beach Redevelopment Agency, with respect to each redevelopment area, would be made available to the Chairman and Members of the Board of the Miami Beach Redevelopment Agency at the end of each month. Further, it was resolved that such report would be made available no later than five days prior to the second regularly scheduled Redevelopment Agency meeting in the month immediately following the month for which such report is prepared and that the report would be placed on the Redevelopment Agency Agenda for the second meeting of each month as a discussion item. Because the distribution date for the second Commission meeting of some months falls prior to our receipt of bank statements for the month, we advised on October 21, 1998, that beginning with the report for the month ending October 31, 1998 all monthly Redevelopment Agency reports would henceforth be included as part of the agenda for the first Commission meeting of each month.

As of September 30, 2005, the South Pointe Redevelopment District ceased to be a redevelopment area within the Miami Beach Redevelopment Agency's jurisdiction. At that point, the City of Miami Beach assumed the responsibilities for the South Pointe Area. This report will continue to summarize the capital expenditures incurred for the South Pointe construction projects that have been appropriated as of September 30, 2005 and that are being paid from the remaining RDA South Pointe TIF balance.

The attached material includes the following:

### Section A – South Pointe (Pre-Termination Carry Forward Balances)

- Summary of Cash Basis Transactions by Project and by Expenditure Type for the Fiscal Years Ended September 30, 1988 through 2005 and the Two Months Ended November 30, 2005
- Check and Wire Transfer Register Sorted by Project and Type of Expenditure for the Two Months Ended November 30, 2005

- Narrative of Major Projects Planned and/or Underway

**Section B – City Center District**

- Summary of Cash Basis Transactions by Project and by Expenditure Type for the Fiscal Years Ended September 30, 1988 through 2005 and the Two Months Ended November 30, 2005
- Check and Wire Transfer Register Sorted by Project and Type of Expenditure for the Two Months Ended November 30, 2005
- Narrative of Major Projects Planned and/or Underway

JMG:PDW:jr

A handwritten signature in black ink, appearing to be "Bo" with a stylized flourish extending from the end.

**SOUTH POINTE**  
**(PRE-TERMINATION CARRY FORWARD BALANCES)**

**FINANCIAL INFORMATION**

**FOR THE MONTH ENDED**

**NOVEMBER 30, 2005**





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## REDEVELOPMENT AGENCY MEMORANUM

TO: Jorge M. Gonzalez, City Manager

FROM: Patricia D. Walker, Chief Financial Officer

DATE: February 8, 2006

SUBJECT: South Pointe Financial Information For The Two Months Ended November 30, 2005

At the July 15, 1998 Commission/Redevelopment Agency meeting a request was made for monthly financial information for the South Pointe Redevelopment District. As of September 30, 2005, the South Pointe Redevelopment District ceased to be a redevelopment area within the Miami Beach Redevelopment Agency's jurisdiction. However, this report will continue to summarize the capital expenditures incurred for the South Pointe construction projects that have been appropriated as of September 30, 2005 and that are being paid from the remaining RDA South Pointe TIF balance (pre-termination carryforward balances). The information has been compiled and is attached.

### Historical Cash Basis Financial Information

The summary report included in the attached material, reflects that during the period from October 1, 1987 through November 30, 2005 approximately \$115,702,000 of revenues were received in the South Pointe Area.

The primary sources of these revenues included approximately:

- \$ 94,048,000 - Incremental Ad Valorem tax;
- \$ 6,860,000 - Bond proceeds;
- \$ 5,188,000 - Land sale;
- \$ 4,145,000 - Interest income;
- \$ 3,170,000 - Rental income;
- \$ 1,000,000 - Loan from the City of Miami Beach;
- \$ 350,000 - State Grant; and
- \$ 941,000 - From various sources.

The opening cash balance for October 1, 1987 was approximately \$1,042,000; therefore, the total amount of funds available for the period was \$116,744,000.


On the expenditure side, approximately \$78,267,000 has been expended from October 1, 1987 through November 30, 2005.

These approximate expenditures were primarily made in the following areas:

- \$ 16,378,000 - Cobb/Courts Project;
- \$ 14,028,000 - Debt Service Payments;
- \$ 12,016,000 - Portofino Project;
- \$ 10,647,000 - South Pointe Streetscape/Park;
- \$ 7,154,000 - Administrative Costs;
- \$ 6,447,000 - SSDI Project;
- \$ 5,884,000 - Marina Project;
- \$ 1,876,000 - Community Policing;
- \$ 1,045,000 - Carner-Mason Settlement and Other Reimbursements; and
- \$ 2,792,000 - Other Project Costs.

The cash balance as of November 30, 2005 is approximately \$38,477,000. This balance consisted of the following amounts:

\$ 38,477,000 – Cash and Investment balance.

JMG:PDW:jr  


**SUMMARY OF**  
**CASH BASIS TRANSACTIONS**  
**FOR THE MONTH ENDED**  
**NOVEMBER 30, 2005**

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2006 (through November 30, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVSTMT BALANCE</b>	\$ 1,041,730	\$ 39,512,462	
<b>REVENUE</b>			
- Tax increment - City	55,162,212	-	\$ 55,162,212
- Tax increment - County	37,562,671	-	37,562,671
- Tax increment (Interest) - County	26,627	-	26,627
- Tax increment - Children's Trust	1,296,759	-	1,296,759
- Bond proceeds	6,860,000	-	6,860,000
- Cobb Partners - Closing Parcel 1, 2	5,187,944	-	5,187,944
- Marina rental income	3,169,547	-	3,169,547
- Interest income	3,958,522	186,513	4,145,035
- Loan from City	1,000,000	-	1,000,000
- Grants (Fla. Inland Navig.; shoreline restore.)	350,000	-	350,000
- Other Grants	5,000	-	5,000
- St. sales tax (receipt - income for pmt. to St)	209,358	-	209,358
- Daughters of Israel contrib.-reloc. Mikvah	28,000	-	28,000
- Consulting fee refund-Rahn S. Beach	27,026	-	27,026
- Olympus Hldg.-reimb. Portofino advertsg.	24,405	-	24,405
- Mendelson environ. reimb./refund	10,000	-	10,000
- Regosa Engineering refund - Marina	8,500	-	8,500
- Portofino DRI Payment from Greenberg T.	121,531	-	121,531
- Payment received from Greenberg T. for CMB	23,500	-	23,500
- Payment received from Olympus Holdings, Inc.	96,276	-	96,276
- Payment received from Marquesa, Inc.	2,000	-	2,000
- Cost of asbestos remediation reimb.-Cobb	5,800	-	5,800
- Miscellaneous income	4,719	-	4,719
- Galbut & Galbut contrib.-reloc. Mikvah	3,500	-	3,500
- Murano Two, Ltd-Cash Bond per Agreement	242,000	-	242,000
- Other (void ck; IRS refund; Am. Bonding)	129,520	-	129,520
<b>Total Revenues</b>	<b>115,515,417</b>	<b>186,513</b>	<b>\$ 115,701,930</b>

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2006 (through November 30, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>EXPENDITURES</b>			
<b><u>PROJECTS</u></b>			
Cobb/Courts	(16,374,524)	(3,973)	(16,378,497)
Marina	(5,883,197)	(965)	(5,884,162)
Portofino	(11,992,531)	(23,256)	(12,015,787)
South Pointe Streetscape	(10,421,137)	(225,707)	(10,646,844)
SSDI	(6,446,941)	-	(6,446,941)
Fifth St. Beautification	(300,000)	-	(300,000)
Beach Colony (l'scape/stscape/site imprvmt)	(80,912)	-	(80,912)
Marriott	(53,061)	-	(53,061)
Washington Ave.	(490,838)	(914,459)	(1,405,297)
Washington Ave Surface Lot	(79,314.00)	-	(79,314)
Design guidelines	(43,708)	-	(43,708)
MBTMA/Mobility	(32,225)	-	(32,225)
S. Pointe Zoning	(20,819)	-	(20,819)
Alaska Baywalk	(137,955)	(4,307)	(142,262)
Victory/Community Gardens	(170,568)	-	(170,568)
Washington Park	(24,941)	-	(24,941)
Water/Sewer Pump Station Upgrade	(48,526)	-	(48,526)
Flamingo S. Bid A R.O.W.	(219,556)	-	(219,556)
Potamkin Project	(7,200)	-	(7,200)
Lummus Park	(103,916)	-	(103,916)
Wayfinding Projcet	-	-	-
Miscellaneous	(60,132)	-	(60,132)
<b>Total Projects</b>	<u>(52,992,001)</u>	<u>(1,172,667)</u>	<u>(54,164,668)</u>
<b><u>ADMINISTRATIVE</u></b>	<u>(7,149,576)</u>	<u>(3,989)</u>	<u>(7,153,565)</u>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<u>(14,028,441)</u>	<u>-</u>	<u>(14,028,441)</u>

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2006 (through November 30, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b><u>MISCELLANEOUS</u></b>			
Carner Mason settlement	(946,163)	-	(946,163)
City of Miami Beach (reimburse water main)	(74,067)	-	(74,067)
Miscellaneous	(24,503)	-	(24,503)
	<u>(1,044,733)</u>	<u>-</u>	<u>(1,044,733)</u>
<b><u>COMMUNITY POLICING</u></b>	<u>(1,829,934)</u>	<u>(45,944)</u>	<u>(1,875,878)</u>
<b>TOTAL EXPENDITURES</b>	<u>(77,044,685)</u>	<u>(1,222,600)</u>	<u>\$ (78,267,285)</u>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<u>\$ 39,512,462</u>	<u>\$ 38,476,375</u>	

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1988 - 2006 (through November 30, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVSTMT BALANCE</b>	\$ 1,041,730	\$ 39,512,462	
<b>REVENUE</b>			
- Tax increment - City	55,162,212	-	\$ 55,162,212
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<b>Total Revenues</b>	<b>115,515,417</b>	<b>186,513</b>	<b>\$ 115,701,930</b>

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1988 - 2006 (through November 30, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>Expenditures</b>			
Land acquisition	(9,444,065)	-	\$ (9,444,065)
Legal fees/costs	(7,280,331)	(31,668)	(7,311,999)
Professional services	(6,350,126)	(1,124,830)	(7,474,956)
Construction	(14,128,650)	-	(14,128,650)
Utilities relocation	(1,873,213)	-	(1,873,213)
Environmental	(397,344)	-	(397,344)
Submerged land lease	(2,017,803)	-	(2,017,803)
Lease agreements	(6,863,371)	-	(6,863,371)
Miscellaneous	(2,927,846)	(4,938)	(2,932,784)
Property Taxes	(389,260)	-	(389,260)
Common Area Maintenance	(18,757.00)	(11,231)	(29,988)
Administration	(7,149,576)	(3,989)	(7,153,565)
Debt Service/loan repayment	(14,028,441)	-	(14,028,441)
Refund of Cash Bond	(242,000)	-	(242,000)
Miscellaneous Project Costs	(2,103,968)	-	(2,103,968)
Community Policing	(1,829,934)	(45,944)	(1,875,878)
	<u>(77,044,685)</u>	<u>(1,222,600)</u>	<u>\$ (78,267,285)</u>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<u>\$ 39,512,462</u>	<u>\$ 38,476,375</u>	



**CHECK & WIRE TRANSFER  
REGISTER**

**SORTED BY**

**PROJECT & TYPE OF  
EXPENDITURE**

**FOR THE MONTH ENDED  
NOVEMBER 30, 2005**

**RDA- South Pointe Pre-Termination**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through November 30, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6659	11/14/05	***Void***	0.00		Administration
			<u>0.00</u>		
6649	10/14/05	Appraisal First, Inc.	2,000.00	Appraisal Fees	Administration
6654	11/02/05	MBIA-Municipal Investors,Service Corporation	1,247.76	Advisory Services	Administration
			<u>3,247.76</u>		
6640	10/07/05	Office Depot	58.77	Office Supplies	Administration
			<u>58.77</u>		
Wire	10/19/05	Florida Department of Revenue	682.50	Sales Tax	
			<u>682.50</u>		
<b>TOTAL ADMINISTRATION</b>			<b>3,989.03</b>		
6641	10/07/05	RMVW Enterprises, Inc.	1,344.00	School Resource Liaison	Community Policing
6643	10/07/05	Internal Intelligence Service	8,331.13	Security Service	Community Policing
6646	10/12/05	Internal Intelligence Service	9,270.77	Security Service	Community Policing
6647	10/14/05	City of Miami Beach	7,815.27	Reimb.CMB - Visa	Community Policing
6648	10/14/05	City of Miami Beach	116.67	Reimb.CMB - Visa	Community Policing
6651	10/20/05	Motorola Inc.	11,678.67	Portable Astro Digital XTS 3000	Community Policing
6655	11/02/05	Positive Promotions	1,111.62	Halloween Safety EconomyValue Pack	Community Policing
6657	11/04/05	Internal Intelligence Service	2,489.76	Security Service	Community Policing
6661	11/15/05	National Self-Defense Institute	1,225.00	Special Training	Community Policing
6662	11/15/05	Internal Intelligence Service	1,340.64	Security Service	Community Policing
6664	11/16/05	City of Miami Beach	1,219.87	Reimb.CMB - Visa	Community Policing
			<u>45,943.40</u>		
<b>TOTAL COMMUNITY POLICING</b>			<b>45,943.40</b>		
6637	10/07/05	FPL	964.85	Utilities - Parking Garages	Marina
			<u>964.85</u>		
<b>TOTAL MARINA</b>			<b>964.85</b>		
6656	11/02/05	Jorden Burt LLP	1,974.56	Legal Services	Portofino
6668	11/17/05	Squire,Sanders & Dempsey	10,050.00	Legal Fees	Portofino
			<u>12,024.56</u>		
6639	10/07/05	Murano At Portofino Condo Assoc.	6,364.69	Utilities Dec.04-Sept.05	Portofino
6642	10/07/05	The Yacht Club At Portofino Condo Assoc.	4,866.36	Utilities Oct.04-Sept.05	Portofino
			<u>11,231.05</u>		
<b>TOTAL PORTOFINO</b>			<b>23,255.61</b>		
6650	10/14/05	Siegfried,Rivera,Lerner DeLaTorre & Sobel P.A.	17,320.68	Legal Fees	S. Pointe Streetscape
6658	11/09/05	Hazen And Sawyer, PC	2,321.88	Support Services	S. Pointe Streetscape
			<u>19,642.56</u>		
6644	10/10/05	Hazen and Sawyer, PC.	75,654.76	Professional Serv. Ph.1-5	S. Pointe Streetscape
6652	10/20/05	Wolfberg Alvarez & Partners	21,334.76	Professional Service Ph. 2	S. Pointe Streetscape
6663	11/15/05	Chen and Associates	76,214.82	Professional Services Ph. 3-5	S. Pointe Streetscape
			<u>173,204.34</u>		
<b>TOTAL S. POINTE STREETSCAPE</b>			<b>192,846.90</b>		
6645	10/12/05	Hargreaves & Associates	31,160.96	Professional Services	S. Pointe Park
6669	11/30/05	Hargreaves & Associates	1,699.20	Professional Services	S. Pointe Park
			<u>32,860.16</u>		
<b>TOTAL S. POINTE PARK</b>			<b>32,860.16</b>		

**RDA- South Pointe Pre-Termination**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through November 30, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6644	10/10/05	Hazen & Sawyer, P.C.	608.00	Professional Services	Washington Avenue
6665	11/16/05	Ric-Man International Inc.	913,851.00	Professional Services	Washington Avenue
			<u>914,459.00</u>		
		<b>TOTAL WASHINGTON AVENUE</b>	<b>914,459.00</b>		
6638	10/07/05	Internal Intelligence Service	790.02	Security Services	Alaska Baywalk
6653	10/21/05	Internal Intelligence Service	610.47	Security Services	Alaska Baywalk
6667	11/17/05	Internal Intelligence Service	2,426.92	Security Services	Alaska Baywalk
			<u>3,827.41</u>		
6666	11/17/05	Country Bills Lawn Maintenance	480.00	Service Contract	Alaska Baywalk
			<u>480.00</u>		
		<b>TOTAL ALASKA BAYWALK</b>	<b>4,307.41</b>		
6660	11/14/05	The Courts At South Beach	3,973.44	Monthly Maint. Fees-Nov.and Dec. 2005	South Shore Library
			<u>3,973.44</u>		
		<b>TOTAL SOUTH SHORE LIBRARY</b>	<b>3,973.44</b>		
		<b>REPORT TOTAL</b>	<b><u>\$ 1,222,599.80</u></b>		

**ATTACHMENT “A”**

**SUMMARY OF MAJOR  
PROJECTS**

## **SOUTH POINTE PROJECTS (Planned and/or Underway)**

### **Project**

### **Status - as of 01/05/06**

#### **Portofino**

Development of the Miami Beach Marina (SSDI North & South) and several other properties owned by the Portofino Group in the South Pointe Area. Portofino's properties west of Washington Ave. are subject to a DRI and their development is conditioned by a Settlement Agreement with the RDA (1998). The first phase involving Portofino Tower, a 228-unit luxury condominium was completed in 1997. The second phase is the Yacht Club at Portofino a 361-unit luxury condominium, on the south part of the Marina (SSDI South), and the adjacent Murano Tower, a 189-unit luxury condominium, which was completed in 2002. The RDA's responsibilities relative to these developments include the reimbursement to the Developer for utility relocations, the completion and repair of the seawall and baywalk, public parking for the Marina (located in the first floor of each of the projects' parking garages) and certain streetscape improvements. The third phase, involving the construction of two luxury condominium towers, Murano Grande and Icon, housing approximately 555 units, is substantially complete. Murano Grande obtained its TCO on April 29, 2003, and ICON on May 26, 2005.

**Total CRA participation:** Est. \$14 Million - utility relocations, completion and repair of the seawall and baywalk, public parking for the Marina and certain streetscape improvements.

#### **South Pointe Streetscape Improvements**

##### **Phase I**

A \$27 million streetscape improvement project for the South Pointe Area, based on a Master Plan and preliminary design by Duany Plater-Zyberk and endorsed by South Pointe Advisory Board; Phase I of the streetscape improvements, comprising Third Street and Washington Avenue, including its two-block extension in South Pointe Park, was completed in October 2002.

##### **Phase II**

On September 25, 2002, the Commission approved an A/E services contract with Wolfberg Alvarez in the amount of \$469,634 for the planning and design of Phase II of the project. On February 4, 2004, the Commission approved the Basis of Design Report for Phase II and construction design is currently at 60% completion, however value engineering options are being implemented and a revised 60% set of plans are due in January 2006. Phase II construction is expected to begin in late 2006, early 2007 and will require approximately 16 months to complete.

##### **Phase III, IV & V**

An RFQ was issued for AE services for Phases III, IV, and V of the project, and a selection process was undertaken, resulting in the City Commission authorizing negotiations with Chen and Associates on September 8, 2004. An agreement was reached and was approved at the City Commission for contract award on May 18, 2005. The kick

## **Project**

**Status - as of 01/05/06**

### **Phase III, IV & V, continued**

off meeting with Chen and Associates and City Departments was held on June 10, 2005. The first and second site reconnaissance meetings were held on June 17, 2005 and June 30, 2005, respectively. A Community Design Meeting (CDRM) was held on November 28, 2005. Chen and Associates is currently preparing the Basis of Design Report (BODR).

**Total CRA participation:** \$27 Million

### **South Pointe Park**

Preparation and implementation of Master Plan for South Pointe Park, funded by a combination of tax increment and GO Bond funds. The project will include landscaping, lighting, pedestrian paths, parking and maintenance facilities. An RFQ for required design services was issued in early 2003 but responses were subsequently rejected when it was determined that the size and shape of the park property was likely to change as a result of the Portofino settlement agreement. A settlement agreement was approved on July 28, 2004. A new RFQ was issued on September 20, 2004. An RFQ Evaluation Committee was appointed by the City Manager and on October 29, 2004 ranked Hargreaves and Associates as the top firm. On November 10, 2004 the City Commission approved negotiations with Hargreaves. A negotiation session was held on December 16, 2004 and Commission contract award was made on January 12, 2005 and an initial NTP issued on January 18, 2005. A kick-off meeting was held on February 22, 2005 and a site visit conducted on February 24, 2005. A visioning session was held on March 10, 2005; the first Community Design workshop was held on April 7, 2005. The 2<sup>nd</sup> CDW was held on June 2, 2005. The draft Basis of Design Report (BODR) was presented to the General Obligation Bond Oversight Committee on July 11, 2005. The BODR was approved by the City Commission on July 27, 2005 and an appropriation of \$14,130,000 from the South Pointe Redevelopment Agency funds for the completion of the design and the construction of the project was made. As a result, Amendment No. 1 to Hargreaves' Agreement was executed on October 19, 2005 to include additional professional services required for project completion (Design Development, Bidding and Award, and Construction Administration services). On October 18, 2005, a schematic design approval was obtained by the Design Review Board (DRB). Hargreaves has proceeded with the design development phase of the project. A project update was presented to DRB on January 3, 2006 and detailed design development drawings will be presented on February 7, 2006 for Design Review Approval.

**Total Project Cost:** \$14.1 Million

**Total CRA participation:** \$14.1 Million (\$5 Million to be reimbursed by County GO Bond)

**Project****Status - as of 01/05/06****Waste Water Booster Pump Station**

In order to address the City's need for a waste water master booster pump station, Camp Dresser & McKee, Inc. is in the process of designing a facility on the city-owned triangular property which fronts Alton Road, between First Street and Commerce Street. The City has negotiated an Amendment to the Architectural and Engineering Agreement to re-design the Project to consolidate the size of the building and its location on one site versus two, while maintaining a façade that adapts to the neighborhood. The Amendment to CDM's contract was approved at the September 8, 2004 Commission Meeting, executed, and CDM given a Notice to Proceed (NTP). CDM has commenced the design process which is scheduled to be completed within ten (10) months. Construction costs are currently estimated in the range of \$11.4 to \$14.3 million. Cost savings previously contemplated for omission of the generator are not feasible as the current codes do not allow its elimination. CDW's were held on April 28, and July 28, 2005, respectively. The Community has reached a consensus on the need for the Booster Pump Station; however they requested that the Administration investigate alternate sites for its placement. A second coordination meeting was held with the Miami-Dade County Water and Sewer Department (MDWASD), on July 19, 2005, to discuss the sub-aqueous force mains planned to be installed from South Pointe to Fisher Island, and to Virginia Key. The City has requested a timeline for this work along with any request for utility easement(s) for the City's review.

The South Pointe Wastewater Master Booster Pump Station Project is being fully funded by the RDA.

**Total Project Cost: TBD**

**Total CRA participation: TBD**

**CITY CENTER**

**REDEVELOPMENT DISTRICT**

**FINANCIAL INFORMATION**

**FOR THE MONTH ENDED**

**NOVEMBER 30, 2005**

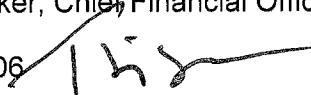




## REDEVELOPMENT AGENCY MEMORANUM

TO: Jorge M. Gonzalez, Executive Director

FROM: Patricia D. Walker, Chief Financial Officer

DATE: February 8, 2006 

SUBJECT: City Center Redevelopment District Financial Information  
For the Two Months Ended November 30, 2005

At the July 15, 1998 Commission/Redevelopment Agency meeting a request was made for monthly financial information for the City Center Redevelopment District. The information has been compiled and is attached.

### Historical Cash Basis Financial Information

The summary report included in the attached material, reflects that during the period from October 1, 1993 through November 30, 2005 approximately \$320,564,000 of revenues were received in the City Center District of the Redevelopment Agency ("RDA").

The primary sources of these revenues included approximately:

- \$ 108,779,000 - Bond proceeds;
- \$ 87,959,000 - Incremental Ad Valorem tax;
- \$ 27,499,000 - Loews Hotel Exercise Option;
- \$ 19,210,000 - Resort tax contributions;
- \$ 19,190,000 - Draws from the line of credit from the City of Miami Beach;
- \$ 12,562,000 - Royal Palm Land Sale;
- \$ 12,164,000 - Anchor Garage receipts;
- \$ 9,225,000 - Interest income;
- \$ 8,235,000 - Loews Ground Lease receipts;
- \$ 3,168,000 - Anchor Shops receipts;
- \$ 3,000,000 - Loan from the City of Miami Beach;
- \$ 2,700,000 - Contributions from GMCVB toward debt service payments;
- \$ 1,976,000 - Reimbursements from other state and local agencies;
- \$ 700,000 - Contribution from CMB Parking Department;
- \$ 470,000 - RDP Royal Palm Ground Lease receipts;
- \$ 402,000 - Cost of Issuance Proceeds-Series 2005; and,
- \$ 3,325,000 - From Various Sources.


On the expenditure side, approximately \$269,113,000 has been expended from October 1, 1993 through November 30, 2005.

These approximate expenditures were primarily made in the following areas:

- \$103,934,000 - Debt Service Payments;
- \$ 61,516,000 - Convention Center Hotel Project (Loews Hotel);
- \$ 22,418,000 - Lincoln Road/Bass Museum Loan Repayment to CMB;
- \$ 18,248,000 - Hotel Garage Project;
- \$ 12,969,000 - African-American Hotel Project;
- \$ 9,763,000 - Collins Park Cultural Center;
- \$ 8,029,000 - Anchor Garage Operations;
- \$ 8,022,000 - Colony Theater;
- \$ 7,751,000 - Administrative Costs;
- \$ 4,198,000 - Beachwalk Project;
- \$ 2,385,000 - Secondary Pledge Repayments (Resort Tax);
- \$ 2,291,000 - Community Policing;
- \$ 1,959,000 - Washington Avenue Streetscapes;
- \$ 1,443,000 - Lincoln Road Project;
- \$ 666,000 - Anchor Shops Operations;
- \$ 319,000 - Cost of Issuance-Series 2005A&B;
- \$ 182,000 - Movie Theater Project;
- \$ 45,000 - Capital Projects Maintenance; and,
- \$ 2,975,000 - Other Project Costs.

The cash balance as of November 30, 2005 is approximately \$51,451,000. This balance consisted of the following amounts:

- \$ 47,184,000 - Cash and Investments Balance;
- \$ 3,684,000 - Fully Funded Debt Service Reserve Accounts;
- \$ 568,000 - Construction Accounts; and,
- \$ 15,000 - Portion of Debt Service Payments, Held in Trust.

JMG:PDW:jr  


**SUMMARY OF**  
**CASH BASIS TRANSACTIONS**  
**FOR THE MONTH ENDED**  
**NOVEMBER 30, 2005**

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1994 - 2006 (through November 30, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVESTMENT BALANCE</b>	\$	\$ 52,045,056	
<b>REVENUE</b>			
- Tax increment - County	39,879,032	-	\$ 39,879,032
- Tax increment - City	46,922,548	-	46,922,548
- Tax increment (Interest) - County	19,057	-	19,057
- Tax increment - Children's Trust	1,138,607	-	1,138,607
- Bond proceeds	108,779,453	-	108,779,453
- Rental income	9,300	-	9,300
- Anchor Garage receipts	11,708,065	308,419	12,016,484
- Anchor Garage deposit card receipts	21,106	150	21,256
- Anchor Shops rental income	3,008,856	91,645	3,100,501
- Anchor Shops rental deposits	67,011	-	67,011
- Loews Facility Use/Usage Fee	126,504	-	126,504
- Loews Ground Lease Receipts	8,234,784	-	8,234,784
- Loew Hotel - exercise option	27,498,975	-	27,498,975
- RDP Royal Palm Ground Lease Receipts	470,222	-	470,222
- RDP Royal Palm - Sale of Land	12,562,278.00	-	12,562,278
- Interest income	8,784,768	439,945	9,224,713
- Resort tax contributions	18,902,138	307,519	19,209,657
- Cost of Issuance Proceeds-Series 2005	402,221	-	402,221
- Bid deposits - hotels	375,000	-	375,000
- Bid deposits - cinema	100,000	-	100,000
- Loan from City	3,000,000	-	3,000,000
- Line of credit from City	19,190,000	-	19,190,000
- Cultural Campus	1,975,762	-	1,975,762
- St. Moritz Hotel - refund/reimbursement	925,450	-	925,450
- Reimbursements (GMCVB/RE taxes/Grants)	3,864,530	-	3,864,530
- St. sales tax (receipt - income for pmt. to St)	978,117	27,541	1,005,658
- Miami City Ballet environmental clean-up	31,698	-	31,698
- Anchor Garage insurance reimbursement	26,170	-	26,170
- Real Estate taxes refund	97,587	-	97,587
- Refund from Dept. of Mgmt Services	139,239	-	139,239
- Miscellaneous	150,441	142	150,583
<b>TOTAL REVENUE</b>	<b>319,388,919</b>	<b>1,175,361</b>	<b>\$ 320,564,280</b>
<b>EXPENDITURES</b>			
<b><u>PROJECTS</u></b>			
African-American Hotel	(12,968,666)	-	(12,968,666)
Convention Hotel	(61,516,007)	-	(61,516,007)
Hotel Garage - Construction	(18,247,976)	-	(18,247,976)
Movie Theater Project	(182,200)	-	(182,200)
Lincoln Road	(1,443,063)	-	(1,443,063)
Beachwalk	(4,168,770)	(30,151)	(4,198,921)
Collins Park Cultural Center	(9,684,120)	(78,813)	(9,762,933)
Bus Prop. Ctr.	(159)	-	(159)
Chamber of Commerce Relocation Study	(2,000)	-	(2,000)
Colony Theater	(7,697,383)	(324,906)	(8,022,289)
Cultural Campus	(36)	-	(36)

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1994 - 2006 (through November 30, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
East/West Corridor	(88)	-	(88)
Electrowave	(3,161)	-	(3,161)
Garden Center	(93)	-	(93)
Guidelines	(12,450)	-	(12,450)
Old City Hall	(499)	-	(499)
17th Street Surface Lot	(256,887)	-	(256,887)
10A Surface Lot-Lennox	(382,854)	-	(382,854)
Streetscapes	(324,849)	-	(324,849)
6th Street Streetscape	(577)	-	(577)
Botanical Gardens	(30,302)	-	(30,302)
Transportation Mobility Study	(32,225)	-	(32,225)
Convention Center Storm Water Improve.	(65,806)	(13,542)	(79,348)
New World Symphony	(23,870)	-	(23,870)
Washington Avenue Streetscape	(1,344,495)	(614,261)	(1,958,756)
Rotunda	(101,122)	-	(101,122)
R.O.W. Improvements	(463,226)	(55,928)	(519,154)
Flamingo (16 St. Corridor)	(4,721)	-	(4,721)
Flamingo Bid B	(12,190)	-	(12,190)
Flamingo Bid C	(4,025)	-	(4,025)
Beachfront Restrooms	(36,720)	(6,319)	(43,039)
Water & Wastewater Pump Station	(87,747)	-	(87,747)
Miami City Ballet	(550,000)	(14,474)	(564,474)
Bass Museum	(488,175)	-	(488,175)
<b>Total Projects</b>	<b>(120,136,462)</b>	<b>(1,138,394)</b>	<b>(121,274,856)</b>
<b><u>CAPITAL PROJECTS MAINTENANCE</u></b>	<b><u>-</u></b>	<b><u>(44,640)</u></b>	<b><u>(44,640)</u></b>
<b><u>ADMINISTRATION</u></b>	<b><u>(7,737,457)</u></b>	<b><u>(13,172)</u></b>	<b><u>(7,750,629)</u></b>
<b><u>COST OF ISSUANCE-SERIES 2005A&amp;B</u></b>	<b><u>(268,397)</u></b>	<b><u>(50,914)</u></b>	<b><u>(319,311)</u></b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b><u>(106,319,196)</u></b>	<b><u>-</u></b>	<b><u>(106,319,196)</u></b>
<b><u>CITY OF MIAMI BEACH/LOAN REPAYMENT</u></b>	<b><u>(22,418,132)</u></b>	<b><u>-</u></b>	<b><u>(22,418,132)</u></b>
<b><u>ANCHOR GARAGE OPERATIONS</u></b>	<b><u>(7,589,894)</u></b>	<b><u>(439,235)</u></b>	<b><u>(8,029,129)</u></b>
<b><u>ANCHOR SHOPS OPERATIONS</u></b>	<b><u>(642,727)</u></b>	<b><u>(23,475)</u></b>	<b><u>(666,202)</u></b>
<b><u>COMMUNITY POLICING</u></b>	<b><u>(2,231,597)</u></b>	<b><u>(59,693)</u></b>	<b><u>(2,291,290)</u></b>
<b>TOTAL EXPENDITURES</b>	<b>(267,343,862)</b>	<b>(1,769,523)</b>	<b>\$ (269,113,385)</b>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<b>\$ 52,045,056</b>	<b>\$ 51,450,894</b>	

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1994 - 2006 (through November 30, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVESTMENT BALANCE</b>	\$	\$ 52,045,056	
<b>REVENUE</b>			
- Tax increment - County	39,879,032	-	\$ 39,879,032
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- Loan from City	3,000,000	-	3,000,000
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- Cultural Campus	1,975,762	-	1,975,762
- St. Moritz Hotel - refund/reimbursement	925,450	-	925,450
- Reimbursements (GMCVB/RE taxes/Grants)	3,864,530	-	3,864,530
- St. sales tax (receipt - income for pmt. to St)	978,117	27,541	1,005,658
- Miami City Ballet environmental clean-up	31,698	-	31,698
- Anchor Garage insurance reimbursement	26,170	-	26,170
- Real estate taxes refund	97,587	-	97,587
- Refund from Dept. of Mgmt Services	139,239	-	139,239
- Miscellaneous	150,441	142	150,583
<b>TOTAL REVENUE</b>	<b>319,388,919</b>	<b>1,175,361</b>	<b>\$ 320,564,280</b>
<b>EXPENDITURES</b>			
Administrative fees	(31,684)	-	(31,684)
Appraisal fees	(125,368)	-	(125,368)
Bid refund	(230,000)	-	(230,000)
Board up	(60,758)	-	(60,758)
Bond costs	(211,440)	-	(211,440)
Building permit fees	(173,269)	-	(173,269)
Construction	(48,601,474)	(78,813)	(48,680,287)
Delivery	(2,995)	-	(2,995)
Demolition	(203,195)	-	(203,195)
Electric service	(1,976)	-	(1,976)
Environmental	(354,908)	-	(354,908)
Equipment rental	(55,496)	-	(55,496)
Hotel negotiation consultant	(849,243)	-	(849,243)
Hotel selection/study	(263,357)	-	(263,357)
Land acquisition	(41,240,564)	-	(41,240,564)
Legal fees/costs	(2,770,339)	-	(2,770,339)

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1994 - 2006 (through November 30, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
Lighting	(60,805)	-	(60,805)
Lot clearing	(34,771)	-	(34,771)
Maintenance	(245,288)	-	(245,288)
Miscellaneous	(445,076)	-	(445,076)
Owner's representative fee & expenses	(1,823,466)	-	(1,823,466)
Postage, printing & mailing	(27,855)	-	(27,855)
Professional services	(4,885,636)	(30,151)	(4,915,787)
Public notice/advertisement	(26,472)	-	(26,472)
Refund of deposits	(185,000)	-	(185,000)
Reimburse closing costs to C.M.B.	(3,000,000)	-	(3,000,000)
Reimbursements	(78,041)	-	(78,041)
Relocation	(131,784)	-	(131,784)
Revitalization	(960,522)	-	(960,522)
Security guard service	(277,825)	-	(277,825)
Streetscape	(401,312)	-	(401,312)
Temporary staffing	(69,158)	-	(69,158)
Title insurance	(25,271)	-	(25,271)
Traffic parking study	(8,600)	-	(8,600)
Training, conferences & meetings	(3,268)	-	(3,268)
Travel & related expenses	(28,730)	-	(28,730)
Utilities	(336,532)	-	(336,532)
Water/Sewer (impact fees)	(25,240)	-	(25,240)
<b>Total</b>	<b>(108,256,718)</b>	<b>(108,964)</b>	<b>(108,365,682)</b>
<b>- Miscellaneous Projects</b>	<b>(11,879,744)</b>	<b>(1,029,430)</b>	<b>(12,909,174)</b>
<b>Total Projects</b>	<b>(120,136,462)</b>	<b>(1,138,394)</b>	<b>(121,274,856)</b>
<b><u>CAPITAL PROJECTS MAINTENANCE</u></b>	<b>-</b>	<b>(44,640)</b>	<b>(44,640)</b>
<b><u>COST OF ISSUANCE-SERIES 2005A&amp;B</u></b>	<b>(268,397)</b>	<b>(50,914)</b>	<b>(319,311)</b>
<b><u>ADMINISTRATION</u></b>	<b>(7,737,457)</b>	<b>(13,172)</b>	<b>(7,750,629)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(106,319,196)</b>	<b>-</b>	<b>(106,319,196)</b>
<b><u>CITY OF MIAMI BEACH/LOAN REPAYMENT</u></b>	<b>(22,418,132)</b>	<b>-</b>	<b>(22,418,132)</b>
<b><u>ANCHOR GARAGE OPERATIONS</u></b>	<b>(7,589,894)</b>	<b>(439,235)</b>	<b>(8,029,129)</b>
<b><u>ANCHOR SHOPS OPERATIONS</u></b>	<b>(642,727)</b>	<b>(23,475)</b>	<b>(666,202)</b>
<b><u>COMMUNITY POLICING</u></b>	<b>(2,231,597)</b>	<b>(59,693)</b>	<b>(2,291,290)</b>
<b>TOTAL EXPENDITURES</b>	<b>(267,343,862)</b>	<b>(1,769,523)</b>	<b>\$ (269,113,385)</b>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<b>\$ 52,045,056</b>	<b>\$ 51,450,894</b>	

**CHECK & WIRE TRANSFER  
REGISTER**

**SORTED BY**

**PROJECT & TYPE OF  
EXPENDITURE**

**FOR THE MONTH ENDED  
NOVEMBER 30, 2005**



**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through November 30, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4910	11/15/05	Wachovia Bank NA	5,387.50 <u>5,387.50</u>	Trustee Fees 1996A&B Series	Administration
4873	10/07/05	Office Depot	473.24 <u>473.24</u>	Office Supplies	Administration
4897	11/02/05	MBIA-Municipal Investors Service	2,010.88	Advisory Services-Sept. 2005	Administration
4902	11/09/05	Federal Express Corp.	49.96	Delivery Service	Administration
4917	11/17/05	First Southwest Asset. Management	5,250.00 <u>7,310.84</u>	Prof.Services/ Arbitrage	Administration
<b>TOTAL ADMINISTRATION</b>			<b>13,171.58</b>		
4872	10/07/05	Neighborhood Maintenance Inc.	44,640.00 <u>44,640.00</u>	Cleanup and Maintenance-Beachwalk	Capital Maintenance
<b>TOTAL CAPITAL MAINTENANCE</b>			<b>44,640.00</b>		
4877	10/07/05	Internal Intelligence Service	1,963.08	Security Service	Community Policing
4884	10/12/05	Internal Intelligence Service	11,491.20	Security Service	Community Policing
4887	10/14/05	City of Miami Beach	6,748.12	Reimb.CMB - Visa	Community Policing
4899	11/02/05	Positive Promotions	1,677.39	Halloween Safety Economy Value Pack	Community Policing
4900	11/04/05	Internal Intelligence Service	4,788.00	Security Service	Community Policing
4908	11/15/05	National Self-Defense Institute	1,925.00	Special Training	Community Policing
4913	11/16/05	City of Miami Beach	540.10	Reimb.CMB - Visa	Community Policing
4923	11/30/05	Florida Crime Prevention	5,250.00	Training 10/03/05-10/11/05	Community Policing
4924	11/30/05	Internal Intelligence Service	25,310.57 <u>59,693.46</u>	Security Service	Community Policing
<b>TOTAL COMMUNITY POLICING</b>			<b>59,693.46</b>		
4888	10/14/05	City of Miami Beach	663.93	Reimb.CMB - Visa	Series 2005 Bond Issue Cost
Wire	10/19/05	Standards & Poor's	25,500.00	S&P Rating for new bond issue	Series 2005 Bond Issue Cost
4898	11/02/05	Moody's Investors Service	19,750.00	S&P Rating for new bond issue	Series 2005 Bond Issue Cost
4911	11/15/05	Wachovia Bank NA	1,250.00	Fees for 2005A&B Series	Series 2005 Bond Issue Cost
4925	11/30/05	Wachovia Bank NA	3,750.00 <u>50,913.93</u>	Fees for 2005A&B Series	Series 2005 Bond Issue Cost
<b>TOTAL DEBT SERVICE</b>			<b>50,913.93</b>		
4889	10/19/05	Armor Security Inc.	9,380.42	Security Services	Anchor Garage Operations
4901	11/07/05	Internal Intelligence Service	9,525.13	Security Services	Anchor Garage Operations
4924	11/30/05	Internal Intelligence Service	1,301.74 <u>20,207.29</u>	Security Services	Anchor Garage Operations
4922	11/30/05	Best Maintenance & Janitorial	18,484.00 <u>18,484.00</u>	Janitorial Service	Anchor Garage Operations
4893	10/21/05	City of Miami Beach	5,140.56	Property Management Work	Anchor Garage Operations
4916	11/17/05	City of Miami Beach	1,612.82 <u>6,753.38</u>	Property Management Work	Anchor Garage Operations
4905	11/15/05	City of Miami Beach	1,096.78 <u>1,096.78</u>	Utilities	Anchor Garage Operations
4881	10/07/05	Aventura Limousine	20.00	Return Parking Access Card Deposit	Anchor Garage Operations
4882	10/07/05	Miami Gay & Lesbian Film Festival	20.00	Return Parking Access Card Deposit	Anchor Garage Operations
4909	11/15/05	Roelof Degroot	10.00 <u>50.00</u>	Return Parking Access Card Deposit	Anchor Garage Operations
4918	11/23/05	Miami-Dade Tax Collector	343,683.35	Property Taxes/Folio#02-3234-019-1090	Anchor Garage Operations
4919	11/23/05	BellSouth	125.18 <u>343,808.53</u>	Miscellaneous-Telephone Service	Anchor Garage Operations
4875	10/07/05	Brinks Inc.	433.00	Brinks Services	Anchor Garage Operations
4878	10/07/05	Miami Fire Equipment	106.35	Equipment Replacement	Anchor Garage Operations
4921	11/23/05	Consolidated Parking Equipment	775.00 <u>1,314.35</u>	Maint-Access Control Equipment	Anchor Garage Operations

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through November 30, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4896	11/02/05	FPL	3,789.76	Electricity	Anchor Garage Operations
4907	11/15/05	FPL	3,322.03	Electricity	Anchor Garage Operations
			<u>7,111.79</u>		
4874	10/07/05	APCOA/ Standard Parking	22,027.59	Salary Reimbursements	Anchor Garage Operations
			<u>22,027.59</u>		
Wire	10/19/05	Florida Department of Revenue	8,428.95	Sales Tax	Anchor Garage Operations
Wire	11/19/05	Florida Department of Revenue	9,952.25	Sales Tax	Anchor Garage Operations
			<u>18,381.20</u>		
<b>TOTAL ANCHOR GARAGE OPER.</b>			<b>439,234.91</b>		
4903	11/09/05	Miami Beach Community Development Corp	6,050.75	Monthly Fees - September 2005	Anchor Shops Oper.
4918	11/23/05	Miami-Dade Tax Collector	10,629.38	Property Taxes/Folio# 02-3234-019-1090	Anchor Shops Oper.
			<u>16,680.13</u>		
Wire	10/19/05	Florida Department of Revenue	4,041.61	Sales Tax	Anchor Shops Oper.
Wire	11/19/05	Florida Department of Revenue	2,753.11	Sales Tax	Anchor Shops Oper.
			<u>6,794.72</u>		
<b>TOTAL ANCHOR SHOPS OPER.</b>			<b>23,474.85</b>		
4885	10/12/05	Pass International Inc.	55,598.03	Construction work-Library Demolition	Collins Park Cultural Center
4890	10/19/05	Pass International Inc.	10,561.68	Construction work-Library Demolition	Collins Park Cultural Center
4892	10/21/05	McHarry & Associates Inc	12,653.72	Professional Services-Collins Park & Rotunda	Collins Park Cultural Center
			<u>78,813.43</u>		
<b>TOTAL COLLINS PARK CULTURAL CENTER</b>			<b>78,813.43</b>		
4876	10/07/05	Interamerica Stage Inc.	14,191.38	Professional Services	Colony Theater Restoration
4880	10/07/05	R.J. Heisentbottle Architects	9,015.46	Professional Services	Colony Theater Restoration
4891	10/20/05	McCartney Construction CO.	159,546.81	Construction Services	Colony Theater Restoration
4912	11/16/05	McCartney Construction CO.	142,152.20	Professional Services	Colony Theater Restoration
			<u>324,905.85</u>		
<b>TOTAL COLONY THEATER RESTORATION</b>			<b>324,905.85</b>		
4879	10/07/05	National Construction Rentals	25.00	Construction Fence Rental	Beachwalk Project
4887	10/14/05	City of Miami Beach	450.00	Reimb. CMB for Visa (Miami Cordage)	Beachwalk Project
4906	11/15/05	Forms & Surfaces	11,586.57	Turtle Sensitive Shields	Beachwalk Project
			<u>12,061.57</u>		
4886	10/12/05	R.L. Saum Construction CO	17,155.60	Professional Services	Beachwalk Project
4894	10/21/05	Coastal Systems International	933.80	Professional Services	Beachwalk Project
			<u>18,089.40</u>		
<b>TOTAL BEACHWALK PROJECT</b>			<b>30,150.97</b>		
4895	11/01/05	Tran Construction Inc.	6,318.74	Construction services	Beachfront Restrooms
			<u>6,318.74</u>		
<b>TOTAL BEACHFRONT RESTROOMS</b>			<b>6,318.74</b>		
4883	10/10/05	Hazen and Sawyer PC	13,541.62	Professional Service	Conv. Ctr. Storm Water Improv
			<u>13,541.62</u>		
<b>TOTAL CONV. CTR. STORM WATER IMPROV</b>			<b>13,541.62</b>		
4871	10/05/05	Ric-Man International Inc.	47,772.33	ROW Infrastructure Improvements	Washington Ave. Streetscape
4914	11/16/05	Ric-Man International Inc.	566,488.97	ROW Infrastructure Improvements	Washington Ave. Streetscape
			<u>614,261.30</u>		
<b>TOTAL WASHINGTON AVE. STREETSCAPE</b>			<b>614,261.30</b>		

Redevelopment Agency - City Center District  
Check & Wire Transfer Register by Project & Type of Expense  
Fiscal Year 2006 (through November 30, 2005)

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4920	11/23/05	Chen & Associates	<u>55,928.36</u>	Professional Services	R.O.W.
			<u>55,928.36</u>		
		<b>TOTAL R.O.W. - CONV. CENTER STSCPE</b>	<b>55,928.36</b>		
4904	11/09/05	Tew Cardenas LLP	13,481.59	Prof.Services/ Miami City Ballet	Miami City Ballet
4915	11/17/05	Tew Cardenas LLP	<u>992.90</u>	Prof.Services/ Miami City Ballet	Miami City Ballet
			<u>14,474.49</u>		
		<b>TOTAL MIAMI CITY BALLET</b>	<b>14,474.49</b>		
		<b>REPORT TOTAL</b>	<b><u>\$ 1,769,523.49</u></b>		

**ATTACHMENT “A”**

**SUMMARY OF MAJOR  
PROJECTS**

## **REDEVELOPMENT PROJECTS (Planned and/or Underway)**

### **City Center Projects:**

#### **Project**

#### **Status - as of 01/05/06**

##### **Beachwalk Project**

An at-grade, landscaped pedestrian beachwalk, connecting 21st Street to Lummus Park, designed and engineered by Coastal Systems International. The Project was permitted by the State of Florida in March, 1998. The Project was contested by a property owner and was stalled for almost 5 years in court. In November, 2001, the City received a Partial Notice to Proceed from the State of Florida as a result of a favorable finding for City by the courts. The full permit was issued in April 2002. Plans and bid specifications for the Beachwalk as well as the street-end improvements for 17th and 18th Street street-ends, which are part of the Beachwalk, have been updated and completed by the Architect. The Project was put out to bid during the last week of August 2002. Proposals were received during the last week of October. On November 13, 2002, the RDA awarded a contract to R. L. Saum Construction Co. to proceed with the project and appropriated \$3.7 million. Construction began during mid-March 2003 and is being phased as to mitigate adverse impact to area hotels and businesses fronting the beach. The Project achieved substantial completion in March 2005, which gives the Contractor 105 days to address remaining punch list items. To-date, the contractor has not finalized the required as-built plans and as a result a certificate of final completion has not been issued.

The missing section in front of the Richmond that was held up by litigation filed by the Hotel's owners, was cleared to proceed. Plans for this piece were updated by Coastal Systems International prior to being permitted by DEP. Construction of the walkway path has been completed and it is anticipated that the landscaping will be completed by February 2006.

**Total Project Cost: \$4.5 Million**

**Total CRA participation: \$4.5 Million - Construction**

##### **17<sup>th</sup> & 18<sup>th</sup> Street-end Project**

The current layout of the 17<sup>th</sup> and 18<sup>th</sup> Street street-ends poses severe limitations for traffic circulation and parking, especially as it relates to the operations of the Delano and Ritz Plaza Hotels. The design contract for Coastal Systems International was amended to include the development of conceptual plans and cost estimates for the extension of 17th and 18th Streets, seaward to the ECL. Plans call for extending and reconstructing both street-ends to match the Beachwalk motif. The street-end cul-de-sacs will be relocated approximately 50 to 70 feet east, respectively, to enhance the conditions of the streets and improve the street-end layout. Extension and reconstruction of the two street-ends will involve demolition and reconstruction of the public right-of-way with new curbing, paver block side-walks, asphalt pavement, striping and signage. Construction Drawings and specifications were updated to reflect FDOT improvements and tie-ins on Collins Avenue.

## **Project**

**Status - as of 01/05/06**

### **17<sup>th</sup> & 18<sup>th</sup> Street-end Project, continued**

The Street-end Project was bid as part of the Beachwalk Project and commenced with 17<sup>th</sup> Street in August, 2004. Due to certain event-related conflicts involving area hotels, construction for the 18<sup>th</sup> streetend was delayed until October 2005, and has just been completed in December 2005.

**Total Project Cost (est): \$750,000**

**Total CRA participation: \$750,000 - Construction**

### **Collins Park Cultural Center**

Implementation of a Master Plan calling for the development of a new regional library, streetscape and park improvements to link cultural activities in the area, including the Bass Museum and the Miami City Ballet. Land acquisition through eminent domain was completed in January 2002 and construction documents for the remaining portions of the Cultural Campus as identified in the Master Plan have been completed. On April 10, 2002, the City awarded the construction contract for the Library to the Tower Group. Construction began in May 2002 and achieved substantial completion in October, 2004. A final Certificate of Occupancy was issued in November, 2004, and the facility was turned over to the Miami Dade County Library System on December 6, 2004. The grand opening was held on April 1, 2005. Negotiations with Stern Architects failed to reach an agreement for the design of Collins Park. As such, the scope of work for the Park was included in the Request for Qualifications for the Rotunda, which is part of the old library that will be preserved and converted into a public venue for performing arts and public functions. An RFQ process resulted in the selection of MC Harry & Associates to undertake the design process. Contract negotiations were finalized and award of A/E Agreement was approved on July 28, 2004. The A/E agreement has been executed and a Notice to Proceed for Planning Services was issued on November 17, 2004. A visioning session was held on December 15, 2004 and MC Harry & Associates is preparing two design concepts. The scope of the project was amended to include streetscape on 21<sup>st</sup> Street from Park Ave. to Washington Ave. and 22<sup>nd</sup> Street from Park Ave. to Washington Court. A Community Design Workshop was held on April 21, 2005. At that meeting consensus was reached on one of the design concepts presented. The consultant prepared the Basis of Design Report (BODR). The BODR was presented to and approved by the City Commission at their October 19, 2005 meeting. The consultant has begun the Design Phase of the project and expects to deliver 30% completion level drawings by February 1, 2006. The old library has been demolished and the site has been temporarily restored. Demolition of the old library has begun and is expected to be completed by the end of October 2005.

**Total Project Cost: \$18.4 Million – includes land acquisition, completed and proposed streetscape, park and surrounding infrastructure improvements.**

**Total CRA participation: \$15.3 Million.**

## **Project**

**Status - as of 01/05/06**

### **Colony Theater Project**

The Colony Theatre is nearing completion. All of the major construction is complete in the new and renovated portions. All installations such as electrical, mechanical and audio visual have been completed. All stage rigging is complete and has been tested. Most final approvals have been obtained from the Building Department. Punch lists have been prepared by the A/E and project managers and are being addressed by the contractor.

Substantial and Temporary Certificate of Occupancy is now expected in early February 2006. Some additional change orders have been submitted by the project manager and are being evaluated.

**Total Project Cost: \$7.7 Million**

**Total CRA participation: \$5.5 Million - Construction**

### **New World Symphony**

The Administration has successfully negotiated a Lease and Development Agreement with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Sound Space design concept (the Project). As envisioned, the proposed 50,000 square foot facility will provide state-of-the-art communication and media capabilities with performance, classroom, rehearsal and broadcast space. In addition to providing a world-renowned, state-of-the-art facility, another focal point for the community, and the basis for considering the facility's location on this site, is that it will incorporate giant video screen(s) on one or more facades of the building, allowing the public to view live and recorded broadcasts from around the world. The Master Plan contemplates situating the facility on the west surface lot, just to the north of the exiting NWS Theater on Lincoln Road. On July 30, 2003, the Development Agreement between the City of Miami Beach and the New World Symphony, following a duly noticed public hearing, was approved on first reading. A second and final reading of the Development Agreement was held on September 10, 2003, together with a Resolution approving a Lease Agreement, following a separate public hearing. The NWS engaged world-renowned Architect, Frank Gehry to spearhead the design of the project.

Conceptual design alternatives for the proposed project have been submitted for review by the City Manager were subsequently reviewed by the Planning Board on May 25, 2004. On September 8, 2004, the City Commission endorsed one of three concept plan proposals, placing the facility on the west surface lot, with the main entrance/drop off located on Drexel Avenue and the garage facing Pennsylvania Avenue. The proposal calls for creative realignment of Drexel Avenue that allows it to stay open to traffic.

## **Project**

**Status - as of 01/05/06**

### **New World Symphony, continued**

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004.

The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of the Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17<sup>th</sup> Street and improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000. NWS is scheduled to submit preliminary plans and specifications for the project on January 9, 2006, for review and approval of the City Manager.

Separately, but related to the implementation of the 17<sup>th</sup> Street Master Plan and the realization of NWS' plans, the architectural firm of Perkins and Will has been contracted to undertake the programming and design of the City Hall Expansion Lot parking facility. On December 17, 2004, the Architect conducted an internal visioning session with the Administration, sharing initial concept plans and obtaining input to further the Project's design.

**Total Project Cost:** Soundspace - Min. \$40 million; Parking component - \$5 million; Park component - \$10 million

**Total CRA participation:** TBD

### **City Center Right-of-Way Improvement Project**

The City Center Right of Way (ROW) Infrastructure Improvement Project is a \$19 million infrastructure project which includes the restoration and enhancement of right-of-ways/streetscapes throughout City Center, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. Proposals were received in response to an RFQ for architectural and engineering services for the planning and design of the project. The selection process resulted in a contract award to Chen and Associates by the City Commission on September 8, 2004. A project Kick Off meeting and Site Visit were held in November 2004. The Visioning Session was held in April 2005. The first and second CDW were held on May 24, 2005, and on June 30, 2005, respectively. The BODR was presented and approved by the Commission on October 19, 2005, and as an informational item at the December 2005 meeting of the Historic Preservation Board.



**Project****Status - as of 01/05/06**

The Project design is underway and the 30% plans submittal is anticipated in April 2006. The estimated budget for the project is \$21.1 million, comprised of \$2.1 million in soft costs and \$19 million in hard construction costs.

**Total Project Costs:** \$21.1 Million

**Total CRA participation:** \$21.1 Million

**Botanical Garden Improvements**

The Miami Beach Garden Conservancy has initiated efforts to achieve accreditation of the Botanical Garden through the American Association of Museums. To this end, the Conservancy has been working with the City of Miami Beach and the RDA to define the scope of capital improvements required to achieve this goal. The City identified approximately \$1.5 Million from Series 2000 General Obligation Bonds to undertake the improvements. In July 2003, following an RFQ selection process, EDAW was selected to undertake the planning and design of the facility. A first design workshop was held in May 2004 and a second was held on September 21, 2004. CIP staff met with EDAW in November and December 2004 to further refine a preferred concept which will be presented at a final design workshop. An additional meeting was held with EDAW on February 15, 2005 and a tentative final concept plan agreed on. The next step will be to schedule the final design workshop and finalize the master plan.

**Total Project Cost:** \$1.5 million

**Total CRA participation:** None - TBD

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**REPORT OF THE ITEMIZED REVENUES AND  
EXPENDITURES OF THE  
  
MIAMI BEACH REDEVELOPMENT AGENCY'S  
CITY CENTER DISTRICT  
&  
SOUTH POINTE  
(PRE-TERMINATION CARRY FORWARD BALANCES)  
  
FOR THE MONTH OF  
DECEMBER 2005**

Agenda Item 18  
Date 02-8-06



## REDEVELOPMENT AGENCY MEMORANUM

TO: Chairman and Members of the  
Miami Beach Redevelopment Agency

FROM: Jorge M. Gonzalez, Executive Director

DATE: February 8, 2006

SUBJECT: Report Of The Itemized Revenues And Expenditures Of The Miami Beach Redevelopment Agency's City Center District And The South Pointe (Pre-Termination Carry Forward Balances) For the Three Months Ended December 31, 2005.

On July 15, 1998 the Chairman and Members of the Board of the Miami Beach Redevelopment Agency resolved that an itemized report of the revenues and expenditures of the Miami Beach Redevelopment Agency, with respect to each redevelopment area, would be made available to the Chairman and Members of the Board of the Miami Beach Redevelopment Agency at the end of each month. Further, it was resolved that such report would be made available no later than five days prior to the second regularly scheduled Redevelopment Agency meeting in the month immediately following the month for which such report is prepared and that the report would be placed on the Redevelopment Agency Agenda for the second meeting of each month as a discussion item. Because the distribution date for the second Commission meeting of some months falls prior to our receipt of bank statements for the month, we advised on October 21, 1998, that beginning with the report for the month ending October 31, 1998 all monthly Redevelopment Agency reports would henceforth be included as part of the agenda for the first Commission meeting of each month.

As of September 30, 2005, the South Pointe Redevelopment District ceased to be a redevelopment area within the Miami Beach Redevelopment Agency's jurisdiction. At that point, the City of Miami Beach assumed the responsibilities for the South Pointe Area. This report will continue to summarize the capital expenditures incurred for the South Pointe construction projects that have been appropriated as of September 30, 2005 and that are being paid from the remaining RDA South Pointe TIF balance.

The attached material includes the following:

### **Section A – South Pointe (Pre-Termination Carry Forward Balances)**

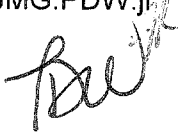
- Summary of Cash Basis Transactions by Project and by Expenditure Type for the Fiscal Years Ended September 30, 1988 through 2006 and the Three Months Ended December 31, 2005
- Check and Wire Transfer Register Sorted by Project and Type of Expenditure for the Three Months Ended December 31, 2005

- Narrative of Major Projects Planned and/or Underway

**Section B – City Center District**

- Summary of Cash Basis Transactions by Project and by Expenditure Type for the Fiscal Years Ended September 30, 1988 through 2006 and the Three Months Ended December 31, 2005
- Check and Wire Transfer Register Sorted by Project and Type of Expenditure for the Three Months Ended December 31, 2005
- Narrative of Major Projects Planned and/or Underway

JMG:PDW:jr

A handwritten signature in black ink, appearing to be "Bau" or similar, written over the typed name "JMG:PDW:jr".

**SOUTH POINTE**  
**(PRE-TERMINATION CARRY FORWARD BALANCES)**

**FINANCIAL INFORMATION**

**FOR THE MONTH ENDED**

**DECEMBER 31, 2005**



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## REDEVELOPMENT AGENCY MEMORANUM

TO: Jorge M. Gonzalez, City Manager

FROM: Patricia D. Walker, Chief Financial Officer

DATE: February 8, 2006

SUBJECT: South Pointe Financial Information For The Three Months Ended December 31, 2005

At the July 15, 1998 Commission/Redevelopment Agency meeting a request was made for monthly financial information for the South Pointe Redevelopment District. As of September 30, 2005, the South Pointe Redevelopment District ceased to be a redevelopment area within the Miami Beach Redevelopment Agency's jurisdiction. However, this report will continue to summarize the capital expenditures incurred for the South Pointe construction projects that have been appropriated as of September 30, 2005 and that are being paid from the remaining RDA South Pointe TIF balance (pre-termination carryforward balances). The information has been compiled and is attached.

### Historical Cash Basis Financial Information

The summary report included in the attached material reflects that during the period from October 1, 1987 through December 31, 2005 approximately \$115,806,000 of revenues were received in the South Pointe Area.

The primary sources of these revenues included approximately:

- \$ 94,048,000 - Incremental Ad Valorem tax;
- \$ 6,860,000 - Bond proceeds;
- \$ 5,188,000 - Land sale;
- \$ 4,249,000 - Interest income;
- \$ 3,170,000 - Rental income;
- \$ 1,000,000 - Loan from the City of Miami Beach;
- \$ 350,000 - State Grant; and
- \$ 941,000 - From various sources.

The opening cash balance for October 1, 1987 was approximately \$1,042,000; therefore, the total amount of funds available for the period was \$116,848,000.


On the expenditure side, approximately \$78,843,000 has been expended from October 1, 1987 through December 31, 2005.

These approximate expenditures were primarily made in the following areas:

- \$ 16,378,000 - Cobb/Courts Project;
- \$ 14,028,000 - Debt Service Payments;
- \$ 12,197,000 - Portofino Project;
- \$ 10,804,000 - South Pointe Streetscape/Park;
- \$ 7,217,000 - Administrative Costs;
- \$ 6,447,000 - SSDI Project;
- \$ 5,884,000 - Marina Project;
- \$ 2,035,000 - Community Policing;
- \$ 1,045,000 - Carner-Mason Settlement and Other Reimbursements; and
- \$ 2,808,000 - Other Project Costs.

The cash balance as of December 31, 2005 is approximately \$38,005,000. This balance consisted of the following amounts:

\$ 38,005,000 – Cash and Investment balance.

JMG:PDW:jn 



**SUMMARY OF**  
**CASH BASIS TRANSACTIONS**  
**FOR THE MONTH ENDED**  
**DECEMBER 31, 2005**

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2006 (through December 31, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVSTMT BALANCE</b>	\$ 1,041,730	\$ 39,512,462	
<b>REVENUE</b>			
- Tax increment - City	55,162,212	-	\$ 55,162,212
- Tax increment - County	37,562,671	-	37,562,671
- Tax increment (Interest) - County	26,627	-	26,627
- Tax increment - Children's Trust	1,296,759	-	1,296,759
- Bond proceeds	6,860,000	-	6,860,000
- Cobb Partners - Closing Parcel 1, 2	5,187,944	-	5,187,944
- Marina rental income	3,169,547	-	3,169,547
- Interest income	3,958,522	290,502	4,249,024
- Loan from City	1,000,000	-	1,000,000
- Grants (Fla. Inland Navig.; shoreline restore.)	350,000	-	350,000
- Other Grants	5,000	-	5,000
- St. sales tax (receipt - income for pmt. to St)	209,358	-	209,358
- Daughters of Israel contrib.-reloc. Mikvah	28,000	-	28,000
- Consulting fee refund-Rahn S. Beach	27,026	-	27,026
- Olympus Hldg.-reimb. Portofino advertsg.	24,405	-	24,405
- Mendelson environ. reimb./refund	10,000	-	10,000
- Regosa Engineering refund - Marina	8,500	-	8,500
- Portofino DRI Payment from Greenberg T.	121,531	-	121,531
- Payment received from Greenberg T. for CMB	23,500	-	23,500
- Payment received from Olympus Holdings, Inc.	96,276	-	96,276
- Payment received from Marquesa, Inc.	2,000	-	2,000
- Cost of asbestos remediation reimb.-Cobb	5,800	-	5,800
- Miscellaneous income	4,719	-	4,719
- Galbut & Galbut contrib.-reloc. Mikvah	3,500	-	3,500
- Murano Two, Ltd-Cash Bond per Agreement	242,000	-	242,000
- Other (void ck; IRS refund; Am. Bonding)	129,520	-	129,520
Total Revenues	115,515,417	290,502	\$ 115,805,919

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2006 (through December 31, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>EXPENDITURES</b>			
<b><u>PROJECTS</u></b>			
Cobb/Courts	(16,374,524)	(3,973)	(16,378,497)
Marina	(5,883,197)	(965)	(5,884,162)
Portofino	(11,992,531)	(204,860)	(12,197,391)
South Pointe Streetscape	(10,421,137)	(382,745)	(10,803,882)
SSDI	(6,446,941)	-	(6,446,941)
Fifth St. Beautification	(300,000)	-	(300,000)
Beach Colony (l'scape/stscape/site imprvmt)	(80,912)	-	(80,912)
Marriott	(53,061)	-	(53,061)
Washington Ave.	(490,838)	(914,459)	(1,405,297)
Washington Ave Surface Lot	(79,314.00)	-	(79,314)
Design guidelines	(43,708)	-	(43,708)
MBTMA/Mobility	(32,225)	-	(32,225)
S. Pointe Zoning	(20,819)	-	(20,819)
Alaska Baywalk	(137,955)	(9,065)	(147,020)
Victory/Community Gardens	(170,568)	-	(170,568)
Washington Park	(24,941)	-	(24,941)
Water/Sewer Pump Station Upgrade	(48,526)	-	(48,526)
Flamingo S. Bid A R.O.W.	(219,556)	(2,334)	(221,890)
Potamkin Project	(7,200)	(6,500)	(13,700)
Lummus Park	(103,916)	-	(103,916)
Wayfinding Projcet	-	(795)	(795)
Miscellaneous	(60,132)	-	(60,132)
<b>Total Projects</b>	<b>(52,992,001)</b>	<b>(1,525,696)</b>	<b>(54,517,697)</b>
<b><u>ADMINISTRATIVE</u></b>	<b>(7,149,576)</b>	<b>(67,153)</b>	<b>(7,216,729)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(14,028,441)</b>	<b>-</b>	<b>(14,028,441)</b>

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2006 (through December 31, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b><u>MISCELLANEOUS</u></b>			
Carner Mason settlement	(946,163)	-	(946,163)
City of Miami Beach (reimburse water main)	(74,067)	-	(74,067)
Miscellaneous	(24,503)	-	(24,503)
	<u>(1,044,733)</u>	<u>-</u>	<u>(1,044,733)</u>
<b><u>COMMUNITY POLICING</u></b>	<u>(1,829,934)</u>	<u>(204,957)</u>	<u>(2,034,891)</u>
<b>TOTAL EXPENDITURES</b>	<u>(77,044,685)</u>	<u>(1,797,806)</u>	<u>\$ (78,842,491)</u>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<u>\$ 39,512,462</u>	<u>\$ 38,005,158</u>	

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1988 - 2006 (through December 31, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVSTMT BALANCE</b>	\$ 1,041,730	\$ 39,512,462	
<b>REVENUE</b>			
- Tax increment - City	55,162,212	-	\$ 55,162,212
- Tax increment - County	37,562,671	-	37,562,671
- Tax increment (Interest) - County	26,627	-	26,627
- Tax increment - Children's Trust	1,296,759	-	1,296,759
- Bond proceeds	6,860,000	-	6,860,000
- Cobb Partners - Closing Parcel 1, 2	5,187,944	-	5,187,944
- Marina rental income	3,169,547	-	3,169,547
- Interest income	3,958,522	290,502	4,249,024
- Loan from City	1,000,000	-	1,000,000
- Grants (Fla. Inland Navig.; shoreline restore.)	350,000	-	350,000
- Other Grants	5,000	-	5,000
- St. sales tax (receipt - income for pmt. to St)	209,358	-	209,358
- Daughters of Israel contrib.-reloc. Mikvah	28,000	-	28,000
- Consulting fee refund-Rahn S. Beach	27,026	-	27,026
- Olympus Hldg.-reimb. Portofino advertsg.	24,405	-	24,405
- Mendelson environ. reimb./refund	10,000	-	10,000
- Regosa Engineering refund - Marina	8,500	-	8,500
- Portofino DRI Payment from Greenberg T.	121,531	-	121,531
- Payment received from Greenberg T. for CMB	23,500	-	23,500
- Payment received from Olympus Holdings, Inc.	96,276	-	96,276
- Payment received from Marquesa, Inc.	2,000	-	2,000
- Cost of asbestos remediation reimb.-Cobb	5,800	-	5,800
- Miscellaneous income	4,719	-	4,719
- Galbut & Galbut contrib.-reloc. Mikvah	3,500	-	3,500
- Murano Two, Ltd-Cash Bond per Agreement	242,000	-	242,000
- Other (void ck; IRS refund; Am. Bonding)	129,520	-	129,520
<b>Total Revenues</b>	<b>115,515,417</b>	<b>290,502</b>	<b>\$ 115,805,919</b>

**RDA - South Pointe Pre-Termination Balances**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1988 - 2006 (through December 31, 2005)**

	RDA-South Pointe Prior Years	RDA-South Pointe Pre-Termination Balances Carry Forward FY 2006	Total Rev./Expend.
<b>Expenditures</b>			
Land acquisition	(9,444,065)	-	\$ (9,444,065)
Legal fees/costs	(7,280,331)	(31,668)	(7,311,999)
Professional services	(6,350,126)	(1,475,552)	(7,825,678)
Construction	(14,128,650)	-	(14,128,650)
Utilities relocation	(1,873,213)	-	(1,873,213)
Environmental	(397,344)	-	(397,344)
Submerged land lease	(2,017,803)	-	(2,017,803)
Lease agreements	(6,863,371)	-	(6,863,371)
Miscellaneous	(2,927,846)	(5,733)	(2,933,579)
Property Taxes	(389,260)	-	(389,260)
Common Area Maintenance	(18,757.00)	(12,743)	(31,500)
Administration	(7,149,576)	(67,153)	(7,216,729)
Debt Service/loan repayment	(14,028,441)	-	(14,028,441)
Refund of Cash Bond	(242,000)	-	(242,000)
Miscellaneous Project Costs	(2,103,968)	-	(2,103,968)
Community Policing	(1,829,934)	(204,957)	(2,034,891)
	<u>(77,044,685)</u>	<u>(1,797,806)</u>	<u>\$ (78,842,491)</u>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<u>\$ 39,512,462</u>	<u>\$ 38,005,158</u>	

**CHECK & WIRE TRANSFER  
REGISTER**

**SORTED BY**

**PROJECT & TYPE OF  
EXPENDITURE**

**FOR THE MONTH ENDED  
DECEMBER 31, 2005**

**RDA - South Pointe Pre-Termination**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through December 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6659	11/14/05	***Void***	0.00		Administration
6670	12/01/05	***Void***	0.00		Administration
6683	12/19/05	***Void***	0.00		Administration
			<u>0.00</u>		
6649	10/14/05	Appraisal First, Inc.	2,000.00	Appraisal Fees	Administration
6654	11/02/05	MBIA-Municipal Investors, Service Corporation	1,247.76	Advisory Services	Administration
6674	12/06/05	MBIA-Municipal Investors, Service Corporation	1,290.28	Advisory Services	Administration
			<u>4,538.04</u>		
6640	10/07/05	Office Depot	58.77	Office Supplies	Administration
			<u>58.77</u>		
Wire	10/19/05	Florida Department of Revenue	682.50	Sales Tax	
			<u>682.50</u>		
		<b>TOTAL ADMINISTRATION</b>	<b>5,279.31</b>		
6681	12/15/05	City of Miami Beach	6,210.00	Correction to Fiscal Year 05 Adm Fee (Interlocal)	Interlocal Agree Adm Fees
			<u>6,210.00</u>		
		<b>TOTAL INTERLOCAL AGREEMENT ADM. FEES</b>	<b>6,210.00</b>		
Wire	12/09/05	Fiduciary Trust International	55,664.11	Accrued interest on investments purchased	Accrued Invest. Interest
			<u>55,664.11</u>		
		<b>TOTAL ACCRUED INVESTMENT INTEREST</b>	<b>55,664.11</b>		
6641	10/07/05	RMVW Enterprises, Inc.	1,344.00	School Resource Liaison	Community Policing
6643	10/07/05	Internal Intelligence Service	8,331.13	Security Service	Community Policing
6646	10/12/05	Internal Intelligence Service	9,270.77	Security Service	Community Policing
6647	10/14/05	City of Miami Beach	7,815.27	Reimb.CMB - Visa	Community Policing
6648	10/14/05	City of Miami Beach	116.67	Reimb.CMB - Visa	Community Policing
6651	10/20/05	Motorola Inc.	11,678.67	Portable Astro Digital XTS 3000	Community Policing
6655	11/02/05	Positive Promotions	1,111.62	Halloween Safety Economy Value Pack	Community Policing
6657	11/04/05	Internal Intelligence Service	2,489.76	Security Service	Community Policing
6661	11/15/05	National Self-Defense Institute	1,225.00	Special Training	Community Policing
6662	11/15/05	Internal Intelligence Service	1,340.64	Security Service	Community Policing
6664	11/16/05	City of Miami Beach	1,219.87	Reimb.CMB - Visa	Community Policing
6672	12/02/05	Michael McBride	74.89	Reimb.To PSS for Books	Community Policing
6678	12/09/05	Florida Graffiti Control Inc.	1,050.00	Graffiti Removal	Community Policing
6684	12/21/05	City of Miami Beach	50,000.00	Reimb.Sanitation FY 2005	Community Policing
6686	12/27/05	City of Miami Beach	95,807.78	Pension FY 2005	Community Policing
6686	12/27/05	City of Miami Beach	12,080.20	Communications-Phones FY 2005	Community Policing
			<u>204,956.27</u>		
		<b>TOTAL COMMUNITY POLICING</b>	<b>204,956.27</b>		
6637	10/07/05	FPL	964.85	Utilities - Parking Garages	Marina
			<u>964.85</u>		
		<b>TOTAL MARINA</b>	<b>964.85</b>		
6656	11/02/05	Jorden Burt LLP	1,974.56	Legal Services	Portofino
6668	11/17/05	Squire, Sanders & Dempsey	10,050.00	Legal Fees	Portofino
			<u>12,024.56</u>		
6639	10/07/05	Murano At Portofino Condo Assoc.	6,364.69	Utilities Dec.04-Sept.05	Portofino
6642	10/07/05	The Yacht Club At Portofino Condo Assoc.	4,866.36	Utilities Oct.04-Sept.05	Portofino
6673	12/05/05	Murano At Portofino Condo Assoc.	1,511.85	CAM 07/11/05-09/30/05	Portofino
6688	12/28/05	Murano Three, LTD	180,092.45	Alton Road Improvements (3rd-5th Street)	Portofino
			<u>192,835.35</u>		
		<b>TOTAL PORTOFINO</b>	<b>204,859.91</b>		



**RDA - South Pointe Pre-Termination**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through December 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6650	10/14/05	Siegfried,Rivera,Lerner DeLaTorre & Sobel P.A.	17,320.68	Legal Fees	S. Pointe Streetscape
6658	11/09/05	Hazen And Sawyer, PC	2,321.88	Support Services	S. Pointe Streetscape
			<u>19,642.56</u>		
6644	10/10/05	Hazen and Sawyer, PC.	75,654.76	Professional Serv. Ph.1-5	S. Pointe Streetscape
6652	10/20/05	Wolffberg Alvarez & Partners	21,334.76	Professional Service Ph. 2	S. Pointe Streetscape
6663	11/15/05	Chen and Associates	76,214.82	Professional Services Ph. 3-5	S. Pointe Streetscape
6676	12/06/05	Hazen and Sawyer, PC.	38,815.25	Professional Services Ph. 1-5	S. Pointe Streetscape
6677	12/09/05	Federal Express Corp	529.72	Courier of litigation documents	S. Pointe Streetscape
6685	12/27/05	Chen and Associates	26,630.26	Professional Services Ph. 3-5	S. Pointe Streetscape
			<u>239,179.57</u>		
<b>TOTAL S. POINTE STREETSCAPE</b>			<b>258,822.13</b>		
6645	10/12/05	Hargreaves & Associates	31,160.96	Professional Services	S. Pointe Park
6669	11/30/05	Hargreaves & Associates	1,699.20	Professional Services	S. Pointe Park
6671	12/01/05	Hargreaves & Associates	41,855.56	Professional Services	S. Pointe Park
6682	12/19/05	Hargreaves & Associates	49,207.24	Professional Services	S. Pointe Park
			<u>123,922.96</u>		
<b>TOTAL S. POINTE PARK</b>			<b>123,922.96</b>		
6644	10/10/05	Hazen & Sawyer, P.C.	608.00	Professional Services	Washington Avenue
6665	11/16/05	Ric-Man International Inc.	913,851.00	Professional Services	Washington Avenue
			<u>914,459.00</u>		
<b>TOTAL WASHINGTON AVENUE</b>			<b>914,459.00</b>		
6638	10/07/05	Internal Intelligence Service	790.02	Security Services	Alaska Baywalk
6653	10/21/05	Internal Intelligence Service	610.47	Security Services	Alaska Baywalk
6667	11/17/05	Internal Intelligence Service	2,426.92	Security Services	Alaska Baywalk
6680	12/12/05	Internal Intelligence Service	3,061.33	Security Services	Alaska Baywalk
6687	12/27/05	Internal Intelligence Service	831.92	Security Services	Alaska Baywalk
			<u>7,720.66</u>		
6666	11/17/05	Country Bills Lawn Maintenance	480.00	Service Contract	Alaska Baywalk
6679	12/12/05	Country Bills Lawn Maintenance	384.00	Service Contract	Alaska Baywalk
6689	12/30/05	Country Bills Lawn Maintenance	480.00	Service Contract	Alaska Baywalk
			<u>1,344.00</u>		
<b>TOTAL ALASKA BAYWALK</b>			<b>9,064.66</b>		
6676	12/06/05	Hazen and Sawyer, PC	2,333.83	Professional Services	Flamingo S. Bid A/ROW
			<u>2,333.83</u>		
<b>TOTAL FLAMINGO S. BID A/R.O.W.</b>			<b>2,333.83</b>		
6675	12/06/05	Gablesigns and Graphic Inc.	795.18	Historic Marker	Citywide Wayfinding
			<u>795.18</u>		
<b>TOTAL CITYWIDE WAYFINDING PROJECT</b>			<b>795.18</b>		
6660	11/14/05	The Courts At South Beach	3,973.44	Monthly Maint. Fees-Nov.and Dec. 2005	South Shore Library
			<u>3,973.44</u>		
<b>TOTAL SOUTH SHORE LIBRARY</b>			<b>3,973.44</b>		
6690	12/30/05	HDR Engineering	6,500.00	Professional Services	5th&Alton Transit Ctr.
			<u>6,500.00</u>		
<b>TOTAL 5TH&amp;ALTON TRANSIT CENTER</b>			<b>6,500.00</b>		
<b>REPORT TOTAL</b>			<b>\$ 1,797,805.65</b>		

**ATTACHMENT “A”**

**SUMMARY OF MAJOR  
PROJECTS**

## **SOUTH POINTE PROJECTS (Planned and/or Underway)**

### **Project**

### **Status - as of 1/31/06**

#### **Portofino**

Development of the Miami Beach Marina (SSDI North & South) and several other properties owned by the Portofino Group in the South Pointe Area. Portofino's properties west of Washington Ave. are subject to a DRI and their development is conditioned by a Settlement Agreement with the RDA (1998). The first phase involving Portofino Tower, a 228-unit luxury condominium was completed in 1997. The second phase is the Yacht Club at Portofino a 361-unit luxury condominium, on the south part of the Marina (SSDI South), and the adjacent Murano Tower, a 189-unit luxury condominium, which was completed in 2002. The RDA's responsibilities relative to these developments include the reimbursement to the Developer for utility relocations, the completion and repair of the seawall and baywalk, public parking for the Marina (located in the first floor of each of the projects' parking garages) and certain streetscape improvements. The third phase, involving the construction of two luxury condominium towers, Murano Grande and Icon, housing approximately 555 units, is substantially complete. Murano Grande obtained its TCO on April 29, 2003, and ICON on May 26, 2005.

**Total CRA participation:** Est. \$14 Million - utility relocations, completion and repair of the seawall and baywalk, public parking for the Marina and certain streetscape improvements.

#### **South Pointe Streetscape Improvements**

##### **Phase I**

A \$27 million streetscape improvement project for the South Pointe Area, based on a Master Plan and preliminary design by Duany Plater-Zyberk and endorsed by South Pointe Advisory Board; Phase I of the streetscape improvements, comprising Third Street and Washington Avenue, including its two-block extension in South Pointe Park, was completed in October 2002.

##### **Phase II**

On September 25, 2002, the Commission approved an A/E services contract with Wolfberg Alvarez in the amount of \$469,634 for the planning and design of Phase II of the project. On February 4, 2004, the Commission approved the Basis of Design Report for Phase II and construction design is currently at 60% completion, however value engineering options are being implemented and a revised 60% set of plans are due in January 2006. Phase II construction is expected to begin in late 2006, early 2007 and will require approximately 16 months to complete.

##### **Phase III, IV & V**

An RFQ was issued for AE services for Phases III, IV, and V of the project, and a selection process was undertaken, resulting in the City Commission authorizing negotiations with Chen and Associates on September 8, 2004. An agreement was reached and was approved at the City Commission for contract award on May 18, 2005. The kick

## **Project**

**Status - as of 01/31/06**

### **Phase III, IV & V, continued**

off meeting with Chen and Associates and City Departments was held on June 10, 2005. The first and second site reconnaissance meetings were held on June 17, 2005 and June 30, 2005, respectively. A Community Design Meeting (CDRM) was held on November 28, 2005. Chen and Associates is currently preparing the Basis of Design Report (BODR).

**Total CRA participation:** \$27 Million

### **South Pointe Park**

Preparation and implementation of Master Plan for South Pointe Park, funded by a combination of tax increment and GO Bond funds. The project will include landscaping, lighting, pedestrian paths, parking and maintenance facilities. An RFQ for required design services was issued in early 2003 but responses were subsequently rejected when it was determined that the size and shape of the park property was likely to change as a result of the Portofino settlement agreement. A settlement agreement was approved on July 28, 2004. A new RFQ was issued on September 20, 2004. An RFQ Evaluation Committee was appointed by the City Manager and on October 29, 2004 ranked Hargreaves and Associates as the top firm. On November 10, 2004 the City Commission approved negotiations with Hargreaves. A negotiation session was held on December 16, 2004 and Commission contract award was made on January 12, 2005 and an initial NTP issued on January 18, 2005. A kick-off meeting was held on February 22, 2005 and a site visit conducted on February 24, 2005. A visioning session was held on March 10, 2005; the first Community Design workshop was held on April 7, 2005. The 2<sup>nd</sup> CDW was held on June 2, 2005. The draft Basis of Design Report (BODR) was presented to the General Obligation Bond Oversight Committee on July 11, 2005. The BODR was approved by the City Commission on July 27, 2005 and an appropriation of \$14,130,000 from the South Pointe Redevelopment Agency funds for the completion of the design and the construction of the project was made. As a result, Amendment No. 1 to Hargreaves' Agreement was executed on October 19, 2005 to include additional professional services required for project completion (Design Development, Bidding and Award, and Construction Administration services). On October 18, 2005, a schematic design approval was obtained by the Design Review Board (DRB). Hargreaves has proceeded with the design development phase of the project. A project update was presented to DRB on January 3, 2006 and detailed design development drawings will be presented on February 7, 2006 for Design Review Approval.

**Total Project Cost:** \$14.1 Million

**Total CRA participation:** \$14.1 Million (\$5 Million to be reimbursed by County GO Bond)

## **Project**

**Status - as of 01/31/06**

### **Waste Water Booster Pump Station**

In order to address the City's need for a waste water master booster pump station, Camp Dresser & McKee, Inc. is in the process of designing a facility on the city-owned triangular property which fronts Alton Road, between First Street and Commerce Street. The City has negotiated an Amendment to the Architectural and Engineering Agreement to re-design the Project to consolidate the size of the building and its location on one site versus two, while maintaining a façade that adapts to the neighborhood. The Amendment to CDM's contract was approved at the September 8, 2004 Commission Meeting, executed, and CDM given a Notice to Proceed (NTP). CDM has commenced the design process which is scheduled to be completed within ten (10) months. Construction costs are currently estimated in the range of \$11.4 to \$14.3 million. Cost savings previously contemplated for omission of the generator are not feasible as the current codes do not allow its elimination. CDW's were held on April 28, and July 28, 2005, respectively. The Community has reached a consensus on the need for the Booster Pump Station; however they requested that the Administration investigate alternate sites for its placement. A second coordination meeting was held with the Miami-Dade County Water and Sewer Department (MDWASD), on July 19, 2005, to discuss the sub-aqueous force mains planned to be installed from South Pointe to Fisher Island, and to Virginia Key. The City has requested a timeline for this work along with any request for utility easement(s) for the City's review.

The South Pointe Wastewater Master Booster Pump Station Project is being fully funded by the RDA.

**Total Project Cost: TBD**

**Total CRA participation: TBD**

**CITY CENTER**

**REDEVELOPMENT DISTRICT**

**FINANCIAL INFORMATION**

**FOR THE MONTH ENDED**

**DECEMBER 31, 2005**



## REDEVELOPMENT AGENCY MEMORANUM

TO: Jorge M. Gonzalez, Executive Director

FROM: Patricia D. Walker, Chief Financial Officer

DATE: February 8, 2006 *Tiger*

SUBJECT: City Center Redevelopment District Financial Information  
For the Three Months Ended December 31, 2005

At the July 15, 1998 Commission/Redevelopment Agency meeting a request was made for monthly financial information for the City Center Redevelopment District. The information has been compiled and is attached.

### Historical Cash Basis Financial Information

The summary report included in the attached material, reflects that during the period from October 1, 1993 through December 31, 2005 approximately \$345,154,000 of revenues were received in the City Center District of the Redevelopment Agency ("RDA").

The primary sources of these revenues included approximately:

- \$ 112,088,000 - Incremental Ad Valorem tax;
- \$ 108,779,000 - Bond proceeds;
- \$ 27,499,000 - Loews Hotel Exercise Option;
- \$ 19,384,000 - Resort tax contributions;
- \$ 19,190,000 - Draws from the line of credit from the City of Miami Beach;
- \$ 12,562,000 - Royal Palm Land Sale;
- \$ 12,326,000 - Anchor Garage receipts;
- \$ 9,291,000 - Interest income;
- \$ 8,235,000 - Loews Ground Lease receipts;
- \$ 3,212,000 - Anchor Shops receipts;
- \$ 3,000,000 - Loan from the City of Miami Beach;
- \$ 2,700,000 - Contributions from GMCVB toward debt service payments;
- \$ 1,976,000 - Reimbursements from other state and local agencies;
- \$ 700,000 - Contribution from CMB Parking Department;
- \$ 470,000 - RDP Royal Palm Ground Lease receipts;
- \$ 402,000 - Cost of Issuance Proceeds-Series 2005; and,
- \$ 3,340,000 - From Various Sources.

On the expenditure side, approximately \$275,306,000 has been expended from October 1, 1993 through December 31, 2005.

These approximate expenditures were primarily made in the following areas:

- \$107,218,000 - Debt Service Payments;
- \$ 61,516,000 - Convention Center Hotel Project (Loews Hotel);
- \$ 22,418,000 - Lincoln Road/Bass Museum Loan Repayment to CMB;
- \$ 18,248,000 - Hotel Garage Project;
- \$ 12,969,000 - African-American Hotel Project;
- \$ 9,920,000 - Collins Park Cultural Center;
- \$ 8,228,000 - Administrative Costs;
- \$ 8,151,000 - Colony Theater;
- \$ 8,113,000 - Anchor Garage Operations;
- \$ 4,331,000 - Beachwalk Project;
- \$ 2,613,000 - Community Policing;
- \$ 2,385,000 - Secondary Pledge Repayments (Resort Tax);
- \$ 1,959,000 - Washington Avenue Streetscapes;
- \$ 1,443,000 - Lincoln Road Project;
- \$ 1,081,000 - Capital Projects Maintenance;
- \$ 677,000 - Anchor Shops Operations;
- \$ 369,000 - Cost of Issuance-Series 2005A&B
- \$ 182,000 - Movie Theater Project; and,
- \$ 3,485,000 - Other Project Costs.

The cash balance as of December 31, 2005 is approximately \$69,848,000. This balance consisted of the following amounts:

- \$ 68,853,000 - Cash and Investments Balance;
- \$ 411,000 - Fully Funded Debt Service Reserve Accounts;
- \$ 569,000 - Construction Accounts; and,
- \$ 15,000 - Portion of Debt Service Payments, Held in Trust.

JMG:PDW:jr 



**SUMMARY OF**  
**CASH BASIS TRANSACTIONS**  
**FOR THE MONTH ENDED**  
**DECEMBER 31, 2005**

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1994 - 2006 (through December 31, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVESTMENT BALANCE</b>	\$	\$ 52,045,056	
<b>REVENUE</b>			
- Tax increment - County	39,879,032	10,562,763	\$ 50,441,795
- Tax increment - City	46,922,548	13,566,213	60,488,761
- Tax increment (Interest) - County	19,057	-	19,057
- Tax increment - Children's Trust	1,138,607	-	1,138,607
- Bond proceeds	108,779,453	-	108,779,453
- Rental income	9,300	-	9,300
- Anchor Garage receipts	11,708,065	469,899	12,177,964
- Anchor Garage deposit card receipts	21,106	210	21,316
- Anchor Shops rental income	3,008,856	136,210	3,145,066
- Anchor Shops rental deposits	67,011	-	67,011
- Loews Facility Use/Usage Fee	126,504	-	126,504
- Loews Ground Lease Receipts	8,234,784	-	8,234,784
- Loew Hotel - exercise option	27,498,975	-	27,498,975
- RDP Royal Palm Ground Lease Receipts	470,222	-	470,222
- RDP Royal Palm - Sale of Land	12,562,278.00	-	12,562,278
- Interest income	8,784,768	506,784	9,291,552
- Resort tax contributions	18,902,138	480,668	19,382,806
- Cost of Issuance Proceeds-Series 2005	402,221	-	402,221
- Bid deposits - hotels	375,000	-	375,000
- Bid deposits - cinema	100,000	-	100,000
- Loan from City	3,000,000	-	3,000,000
- Line of credit from City	19,190,000	-	19,190,000
- Cultural Campus	1,975,762	-	1,975,762
- St. Moritz Hotel - refund/reimbursement	925,450	-	925,450
- Reimbursements (GMCVB/RE taxes/Grants)	3,864,530	-	3,864,530
- St. sales tax (receipt - income for pmt. to St)	978,117	41,538	1,019,655
- Miami City Ballet environmental clean-up	31,698	-	31,698
- Anchor Garage insurance reimbursement	26,170	-	26,170
- Real Estate taxes refund	97,587	-	97,587
- Refund from Dept. of Mgmt Services	139,239	-	139,239
- Miscellaneous	150,441	570	151,011
<b>TOTAL REVENUE</b>	<b>319,388,919</b>	<b>25,764,855</b>	<b>\$ 345,153,774</b>
<b>EXPENDITURES</b>			
<b><u>PROJECTS</u></b>			
African-American Hotel	(12,968,666)	-	(12,968,666)
Convention Hotel	(61,516,007)	-	(61,516,007)
Hotel Garage - Construction	(18,247,976)	-	(18,247,976)
Movie Theater Project	(182,200)	-	(182,200)
Lincoln Road	(1,443,063)	-	(1,443,063)
Beachwalk	(4,168,770)	(161,978)	(4,330,748)
Collins Park Cultural Center	(9,684,120)	(236,332)	(9,920,452)
Bus Prop. Ctr.	(159)	-	(159)
Chamber of Commerce Relocation Study	(2,000)	-	(2,000)
Colony Theater	(7,697,383)	(453,663)	(8,151,046)
Cultural Campus	(36)	-	(36)
East/West Corridor	(88)	-	(88)

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1994 - 2006 (through December 31, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
Electrowave	(3,161)	-	(3,161)
Garden Center	(93)	-	(93)
Guidelines	(12,450)	-	(12,450)
Old City Hall	(499)	-	(499)
17th Street Surface Lot	(256,887)	-	(256,887)
10A Surface Lot-Lennox	(382,854)	-	(382,854)
Streetscapes	(324,849)	-	(324,849)
6th Street Streetscape	(577)	-	(577)
Botanical Gardens	(30,302)	-	(30,302)
Transportation Mobility Study	(32,225)	-	(32,225)
Convention Center Storm Water Improve.	(65,806)	(18,062)	(83,868)
New World Symphony	(23,870)	-	(23,870)
Washington Avenue Streetscape	(1,344,495)	(614,261)	(1,958,756)
Rotunda	(101,122)	-	(101,122)
R.O.W. Improvements	(463,226)	(177,546)	(640,772)
Flamingo (16 St. Corridor)	(4,721)	-	(4,721)
Flamingo Bid B	(12,190)	-	(12,190)
Flamingo Bid C	(4,025)	-	(4,025)
Beachfront Restrooms	(36,720)	(25,663)	(62,383)
Water & Wastewater Pump Station	(87,747)	(363,080)	(450,827)
Miami City Ballet	(550,000)	(15,073)	(565,073)
Wayfinding Project	-	(1,517)	(1,517)
Bass Museum	(488,175)	-	(488,175)
<b>Total Projects</b>	<b>(120,136,462)</b>	<b>(2,067,175)</b>	<b>(122,203,637)</b>
<b><u>CAPITAL PROJECTS MAINTENANCE</u></b>	<b>-</b>	<b>(1,080,538)</b>	<b>(1,080,538)</b>
<b><u>ADMINISTRATION</u></b>	<b>(7,737,457)</b>	<b>(490,861)</b>	<b>(8,228,318)</b>
<b><u>COST OF ISSUANCE-SERIES 2005A&amp;B</u></b>	<b>(268,397)</b>	<b>(100,914)</b>	<b>(369,311)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(106,319,196)</b>	<b>(3,283,750)</b>	<b>(109,602,946)</b>
<b><u>CITY OF MIAMI BEACH/LOAN REPAYMENT</u></b>	<b>(22,418,132)</b>	<b>-</b>	<b>(22,418,132)</b>
<b><u>ANCHOR GARAGE OPERATIONS</u></b>	<b>(7,589,894)</b>	<b>(522,647)</b>	<b>(8,112,541)</b>
<b><u>ANCHOR SHOPS OPERATIONS</u></b>	<b>(642,727)</b>	<b>(34,545)</b>	<b>(677,272)</b>
<b><u>COMMUNITY POLICING</u></b>	<b>(2,231,597)</b>	<b>(381,510)</b>	<b>(2,613,107)</b>
<b>TOTAL EXPENDITURES</b>	<b>(267,343,862)</b>	<b>(7,961,940)</b>	<b>\$ (275,305,802)</b>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<b>\$ 52,045,056</b>	<b>\$ 69,847,971</b>	

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1994 - 2006 (through December 31, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
<b>OPENING CASH/INVESTMENT BALANCE</b>	\$	\$ 52,045,056	
<b>REVENUE</b>			
- Tax increment - County	39,879,032	10,562,763	\$ 50,441,795
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- Anchor Shops rental deposits	67,011	-	67,011
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- Loew Hotel - exercise option	27,498,975	-	27,498,975
- RDP Royal Palm Ground Lease Receipts	470,222	-	470,222
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- Interest income	8,784,768	506,784	9,291,552
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- Cultural Campus	1,975,762	-	1,975,762
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- St. sales tax (receipt - income for pmt. to St)	978,117	41,538	1,019,655
- Miami City Ballet environmental clean-up	31,698	-	31,698
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- Real estate taxes refund	97,587	-	97,587
- Refund from Dept. of Mgmt Services	139,239	-	139,239
- Miscellaneous	150,441	570	151,011
<b>TOTAL REVENUE</b>	<b>319,388,919</b>	<b>25,764,855</b>	<b>\$ 345,153,774</b>
<b>EXPENDITURES</b>			
Administrative fees	(31,684)	-	(31,684)
Appraisal fees	(125,368)	-	(125,368)
Bid refund	(230,000)	-	(230,000)
Board up	(60,758)	-	(60,758)
Bond costs	(211,440)	-	(211,440)
Building permit fees	(173,269)	-	(173,269)
Construction	(48,601,474)	(122,069)	(48,723,543)
Delivery	(2,995)	-	(2,995)
Demolition	(203,195)	-	(203,195)
Electric service	(1,976)	-	(1,976)
Environmental	(354,908)	-	(354,908)
Equipment rental	(55,496)	-	(55,496)
Hotel negotiation consultant	(849,243)	-	(849,243)
Hotel selection/study	(263,357)	-	(263,357)
Land acquisition	(41,240,564)	-	(41,240,564)
Legal fees/costs	(2,770,339)	-	(2,770,339)

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1994 - 2006 (through December 31, 2005)**

	Prior Years	FY 2006	Total Rev./Expend.
Lighting	(60,805)	-	(60,805)
Lot clearing	(34,771)	-	(34,771)
Maintenance	(245,288)	-	(245,288)
Miscellaneous	(445,076)	-	(445,076)
Owner's representative fee & expenses	(1,823,466)	-	(1,823,466)
Postage, printing & mailing	(27,855)	-	(27,855)
Professional services	(4,885,636)	(276,241)	(5,161,877)
Public notice/advertisement	(26,472)	-	(26,472)
Refund of deposits	(185,000)	-	(185,000)
Reimburse closing costs to C.M.B.	(3,000,000)	-	(3,000,000)
Reimbursements	(78,041)	-	(78,041)
Relocation	(131,784)	-	(131,784)
Revitalization	(960,522)	-	(960,522)
Security guard service	(277,825)	-	(277,825)
Streetscape	(401,312)	-	(401,312)
Temporary staffing	(69,158)	-	(69,158)
Title insurance	(25,271)	-	(25,271)
Traffic parking study	(8,600)	-	(8,600)
Training, conferences & meetings	(3,268)	-	(3,268)
Travel & related expenses	(28,730)	-	(28,730)
Utilities	(336,532)	-	(336,532)
Water/Sewer (impact fees)	(25,240)	-	(25,240)
<b>Total</b>	<b>(108,256,718)</b>	<b>(398,310)</b>	<b>(108,655,028)</b>
<b>- Miscellaneous Projects</b>	<b>(11,879,744)</b>	<b>(1,668,865)</b>	<b>(13,548,609)</b>
<b>Total Projects</b>	<b>(120,136,462)</b>	<b>(2,067,175)</b>	<b>(122,203,637)</b>
<b><u>CAPITAL PROJECTS MAINTENANCE</u></b>	<b>-</b>	<b>(1,080,538)</b>	<b>(1,080,538)</b>
<b><u>COST OF ISSUANCE-SERIES 2005A&amp;B</u></b>	<b>(268,397)</b>	<b>(100,914)</b>	<b>(369,311)</b>
<b><u>ADMINISTRATION</u></b>	<b>(7,737,457)</b>	<b>(490,861)</b>	<b>(8,228,318)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(106,319,196)</b>	<b>(3,283,750)</b>	<b>(109,602,946)</b>
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<b><u>ANCHOR SHOPS OPERATIONS</u></b>	<b>(642,727)</b>	<b>(34,545)</b>	<b>(677,272)</b>
<b><u>COMMUNITY POLICING</u></b>	<b>(2,231,597)</b>	<b>(381,510)</b>	<b>(2,613,107)</b>
<b>TOTAL EXPENDITURES</b>	<b>(267,343,862)</b>	<b>(7,961,940)</b>	<b>\$ (275,305,802)</b>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<b>\$ 52,045,056</b>	<b>\$ 69,847,971</b>	

**CHECK & WIRE TRANSFER  
REGISTER**

**SORTED BY**

**PROJECT & TYPE OF  
EXPENDITURE**

**FOR THE MONTH ENDED  
DECEMBER 31, 2005**

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through December 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4910	11/15/05	Wachovia Bank NA	5,387.50 <u>5,387.50</u>	Trustee Fees 1996A&B Series	Administration
4930	12/02/05	Sandra Ortiz	5.00 <u>5.00</u>	Reimb.for parking fees paid	Administration
4873	10/07/05	Office Depot	473.24 <u>473.24</u>	Office Supplies	Administration
4897	11/02/05	MBIA-Municipal Investors Service	2,010.88	Advisory Services-Sept. 2005	Administration
4902	11/09/05	Federal Express Corp.	49.96	Delivery Service	Administration
4917	11/17/05	First Southwest Asset. Management	5,250.00	Prof.Services/ Arbitrage	Administration
4937	12/06/05	MBIA-Municipal Investors Service	1,809.64	Advisory Services-Oct. 2005	Administration
Wire	12/30/05	City of Miami Beach	414,000.00 <u>423,120.48</u>	Annual Management Fees	Administration
<b>TOTAL ADMINISTRATION</b>			<b>428,986.22</b>		
4947	12/15/05	City of Miami Beach	6,210.00 <u>6,210.00</u>	Correction to Fiscal Year 05 Adm.Fee.(Interlocal)	Interlocal Agree. Adm. Fees
<b>TOTAL INTERLOCAL AGREEMENT ADM. FEE</b>			<b>6,210.00</b>		
4872	10/07/05	Neighborhood Maintenance Inc.	44,640.00	Cleanup and Maintenance-Beachwalk	Capital Maintenance
4962	12/21/05	City of Miami Beach	20,147.93	Maintenance-Bass Museum	Capital Maintenance
4962	12/21/05	City of Miami Beach	207,485.90	Maintenance-Beachwalk	Capital Maintenance
4962	12/21/05	City of Miami Beach	479,703.24	Maintenance-Lincoln Road (Prop Mgmt)	Capital Maintenance
4962	12/21/05	City of Miami Beach	328,560.62 <u>1,080,537.69</u>	Maintenance-Lincoln Road (SBST)	Capital Maintenance
<b>TOTAL CAPITAL MAINTENANCE</b>			<b>1,080,537.69</b>		
4877	10/07/05	Internal Intelligence Service	1,963.08	Security Service	Community Policing
4884	10/12/05	Internal Intelligence Service	11,491.20	Security Service	Community Policing
4887	10/14/05	City of Miami Beach	6,748.12	Reimb.CMB - Visa	Community Policing
4899	11/02/05	Positive Promotions	1,677.39	Halloween Safety Economy Value Pack	Community Policing
4900	11/04/05	Internal Intelligence Service	4,788.00	Security Service	Community Policing
4908	11/15/05	National Self-Defense Institute	1,925.00	Special Training	Community Policing
4913	11/16/05	City of Miami Beach	540.10	Reimb.CMB - Visa	Community Policing
4923	11/30/05	Florida Crime Prevention	5,250.00	Training 10/03/05-10/11/05	Community Policing
4924	11/30/05	Internal Intelligence Service	25,310.57	Security Service	Community Policing
4934	12/02/05	Internal Intelligence Service	13,238.82	Security Service	Community Policing
4942	12/09/05	Florida Graffiti Control Inc.	2,600.00	Graffiti Removal	Community Policing
4945	12/12/05	Internal Intelligence Service	13,146.05	Security Service	Community Policing
4953	12/15/05	Paul Acosta	268.00	Reimb. forTravel-Nat.Crime Prev.Council 05.	Community Policing
4956	12/19/05	Motorola Inc.	41,911.00	10 Astro Digital XTS3000	Community Policing
4962	12/21/05	City of Miami Beach	100,000.00	Reimb.Sanitation-Services.	Community Policing
4970	12/27/05	Safety Zone Specialists Inc.	3,556.90	Cones, Barricades & Signs	Community Policing
4973	12/27/05	City of Miami Beach	26,065.60	Internal Charges for com.-phones-FY 2005	Community Policing
4975	12/30/05	City of Miami Beach	121,030.55 <u>381,510.38</u>	Community Policing Pension FY 2005	Community Policing
<b>TOTAL COMMUNITY POLICING</b>			<b>381,510.38</b>		
Wire	12/01/05	Wachovia Bank	750,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/05	Wachovia Bank	195,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/05	Wachovia Bank	780,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/05	Wachovia Bank	275,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/05	Wachovia Bank	253,388.13	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/05	Wachovia Bank	483,779.13	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/05	Wachovia Bank	26,055.00	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/05	Wachovia Bank	445,220.00	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/05	Wachovia Bank	11,445.00	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/05	Wachovia Bank	63,862.50 <u>3,283,749.76</u>	Debt Service Payment-Interest	Debt Service Payment

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through December 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4888	10/14/05	City of Miami Beach	663.93	Reimb.CMB - Visa	Series 2005 Bond Issue Cost
Wire	10/19/05	Standards & Poor's	25,500.00	S&P Rating for new bond issue	Series 2005 Bond Issue Cost
4898	11/02/05	Moody's Investors Service	19,750.00	S&P Rating for new bond issue	Series 2005 Bond Issue Cost
4911	11/15/05	Wachovia Bank NA	1,250.00	Fees for 2005A&B Series	Series 2005 Bond Issue Cost
4925	11/30/05	Wachovia Bank NA	3,750.00	Fees for 2005A&B Series	Series 2005 Bond Issue Cost
4965	12/27/05	City of Miami Beach	31,500.00	Fees for 2005A Series	Series 2005 Bond Issue Cost
4965	12/27/05	City of Miami Beach	18,500.00	Fees for 2005B Series	Series 2005 Bond Issue Cost
			<u>100,913.93</u>		
<b>TOTAL DEBT SERVICE</b>			<b>3,384,663.69</b>		
Wire	12/09/05	Fiduciary Trust International	55,664.11	Accrued interest on investments purchased	Accrued Invest. Interest
			<u>55,664.11</u>		
<b>TOTAL ACCRUED INVESTMENT INTEREST</b>			<b>55,664.11</b>		
4889	10/19/05	Armor Security Inc.	9,380.42	Security Services	Anchor Garage Operations
4901	11/07/05	Internal Intelligence Service	9,525.13	Security Services	Anchor Garage Operations
4924	11/30/05	Internal Intelligence Service	1,301.74	Security Services	Anchor Garage Operations
4943	12/09/05	Internal Intelligence Service	3,716.70	Security Services	Anchor Garage Operations
4955	12/19/05	Internal Intelligence Service	3,821.42	Security Services	Anchor Garage Operations
4967	12/27/05	Internal Intelligence Service	3,830.40	Security Services	Anchor Garage Operations
			<u>31,575.81</u>		
4922	11/30/05	Best Maintenance & Janitorial	18,484.00	Janitorial Service	Anchor Garage Operations
4961	12/21/05	Best Maintenance & Janitorial	9,242.00	Janitorial Service	Anchor Garage Operations
			<u>27,726.00</u>		
4893	10/21/05	City of Miami Beach	5,140.56	Property Management Work	Anchor Garage Operations
4916	11/17/05	City of Miami Beach	1,612.82	Property Management Work	Anchor Garage Operations
4944	12/12/05	City of Miami Beach	183.62	Property Management Work	Anchor Garage Operations
			<u>6,937.00</u>		
4905	11/15/05	City of Miami Beach	1,096.78	Waste& Storm Water Impact Fee Oct.2005	Anchor Garage Operations
4932	12/02/05	City of Miami Beach	1,103.37	Waste& Storm Water Impact Fee Nov.2005	Anchor Garage Operations
4965	12/27/05	City of Miami Beach	1,195.32	Waste& Storm Water Impact Fee Dec.2005	Anchor Garage Operations
			<u>3,395.47</u>		
4952	12/15/05	Waste Management of Dade County	358.02	Waste Management Oct.-Nov. 2005	Anchor Garage Operations
			<u>358.02</u>		
4881	10/07/05	Aventura Limousine	20.00	Return Parking Access Card Deposit	Anchor Garage Operations
4882	10/07/05	Miami Gay & Lesbian Film Festival	20.00	Return Parking Access Card Deposit	Anchor Garage Operations
4909	11/15/05	Roelof Degroot	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
			<u>50.00</u>		
4918	11/23/05	Miami-Dade Tax Collector	343,683.35	Property Taxes/Folio#02-3234-019-1090	Anchor Garage Operations
4919	11/23/05	BellSouth	125.18	Miscellaneous-Telephone Service	Anchor Garage Operations
4926	12/01/05	BellSouth	138.99	Miscellaneous-Telephone Service	Anchor Garage Operations
4964	12/27/05	BellSouth	124.25	Miscellaneous-Telephone Service	Anchor Garage Operations
			<u>344,071.77</u>		
4875	10/07/05	Brinks Inc.	433.00	Brinks Services	Anchor Garage Operations
4878	10/07/05	Miami Fire Equipment	106.35	Equipment Replacement	Anchor Garage Operations
4921	11/23/05	Consolidated Parking Equipment	775.00	Maint-Access Control Equipment	Anchor Garage Operations
4927	12/01/05	Consolidated Parking Equipment	775.00	Maint-Access Control Equipment	Anchor Garage Operations
4931	12/02/05	Brinks Inc.	866.00	Brinks Services(Oct.and Nov.2005)	Anchor Garage Operations
4933	12/02/05	Consolidated Parking Equipment	775.00	Maint-Access Control Equipment	Anchor Garage Operations
4940	12/07/05	City of Miami Beach	179.01	Reimb.CMB for credit card payments	Anchor Garage Operations
4966	12/27/05	Country Bills Lawn Maint. Inc.	342.00	Lawn Maintenance	Anchor Garage Operations
4971	12/27/05	Southland Printing Co.	1,956.00	Spitter Tickets	Anchor Garage Operations
			<u>6,207.36</u>		
4896	11/02/05	FPL	3,789.76	Electricity	Anchor Garage Operations
4907	11/15/05	FPL	3,322.03	Electricity	Anchor Garage Operations
4948	12/15/05	FPL	3,980.87	Electricity	Anchor Garage Operations
			<u>11,092.66</u>		
4874	10/07/05	APCOA/ Standard Parking	22,027.59	Salary Reimbursements	Anchor Garage Operations
4936	12/06/05	APCOA/ Standard Parking	20,749.46	Salary Reimbursements	Anchor Garage Operations
4951	12/15/05	APCOA/ Standard Parking	7,674.13	Salary Reimbursements	Anchor Garage Operations
4954	12/19/05	APCOA/ Standard Parking	11,184.74	Salary Reimbursements	Anchor Garage Operations
			<u>61,635.92</u>		



**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through December 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
Wire	10/19/05	Florida Department of Revenue	8,428.95	Sales Tax	Anchor Garage Operations
Wire	11/19/05	Florida Department of Revenue	9,952.25	Sales Tax	Anchor Garage Operations
Wire	12/19/05	Florida Department of Revenue	11,215.76	Sales Tax	Anchor Garage Operations
			<u>29,596.96</u>		
<b>TOTAL ANCHOR GARAGE OPER.</b>			<b>522,646.97</b>		
4903	11/09/05	Miami Beach Community Development Corp	6,050.75	Monthly Fees - September 2005	Anchor Shops Oper.
4918	11/23/05	Miami-Dade Tax Collector	10,629.38	Property Taxes/Folio# 02-3234-019-1090	Anchor Shops Oper.
4929	12/02/05	Miami Beach Community Development Corp	3,735.50	Monthly Fees - October 2005	Anchor Shops Oper.
4950	12/15/05	Miami Beach Community Development Corp	3,717.24	Monthly Fees- November 2005	Anchor Shops Oper.
			<u>24,132.87</u>		
4974	12/27/05	Comet Courier Corp.	15.09	Miscellaneous	Anchor Shops Oper.
			<u>15.09</u>		
Wire	10/19/05	Florida Department of Revenue	4,041.61	Sales Tax	Anchor Shops Oper.
Wire	11/19/05	Florida Department of Revenue	2,753.11	Sales Tax	Anchor Shops Oper.
Wire	12/19/05	Florida Department of Revenue	3,602.02	Sales Tax	Anchor Shops Oper.
			<u>10,396.74</u>		
<b>TOTAL ANCHOR SHOPS OPER.</b>			<b>34,544.70</b>		
4885	10/12/05	Pass International Inc.	55,598.03	Construction work-Library Demolition	Collins Park Cultural Center
4890	10/19/05	Pass International Inc.	10,561.68	Construction work-Library Demolition	Collins Park Cultural Center
4892	10/21/05	McHarry & Associates Inc	12,653.72	Professional Services-Collins Park & Rotunda	Collins Park Cultural Center
4960	12/19/05	URS Construction Services	12,760.78	Library-Program Management	Collins Park Cultural Center
4963	12/19/05	Pass International Inc.	55,909.46	Construction work-Library Demolition	Collins Park Cultural Center
4968	12/27/05	McHarry & Associates Inc	88,848.00	Professional Services-Collins Park & Rotunda	Collins Park Cultural Center
			<u>236,331.67</u>		
<b>TOTAL COLLINS PARK CULTURAL CENTER</b>			<b>236,331.67</b>		
4949	12/15/05	McCartney Construction Co	114,107.57	Construction Costs	Colony Theater Restoration
			<u>114,107.57</u>		
4876	10/07/05	Interamerica Stage Inc.	14,191.38	Professional Services	Colony Theater Restoration
4880	10/07/05	R.J. Heisentbottle Architects	9,015.46	Professional Services	Colony Theater Restoration
4891	10/20/05	McCartney Construction CO.	159,546.81	Construction Services	Colony Theater Restoration
4912	11/16/05	McCartney Construction CO.	142,152.20	Professional Services	Colony Theater Restoration
4969	12/27/05	R.J. Heisentbottle Architects	14,649.73	Professional Services	Colony Theater Restoration
			<u>339,555.58</u>		
<b>TOTAL COLONY THEATER RESTORATION</b>			<b>453,663.15</b>		
4879	10/07/05	National Construction Rentals	25.00	Construction Fence Rental	Beachwalk Project
4887	10/14/05	City of Miami Beach	450.00	Reimb. CMB for Visa (Miami Cordage)	Beachwalk Project
4906	11/15/05	Forms & Surfaces	11,586.57	Turtle Sensitive Shields	Beachwalk Project
4935	12/05/05	CW Construction	121,770.00	Construction Serv. for 18th St. End.	Beachwalk Project
4946	12/12/05	National Construction Rentals	25.00	Construction Fence Rental	Beachwalk Project
			<u>133,856.57</u>		
4886	10/12/05	R.L. Saum Construction CO	17,155.60	Professional Services	Beachwalk Project
4894	10/21/05	Coastal Systems International	933.80	Professional Services	Beachwalk Project
4928	12/02/05	Coastal Systems International	10,032.53	Professional Services	Beachwalk Project
			<u>28,121.93</u>		
<b>TOTAL BEACHWALK PROJECT</b>			<b>161,978.50</b>		
4895	11/01/05	Tran Construction Inc.	6,318.74	Construction services	Beachfront Restrooms
4959	12/19/05	Tran Construction Inc.	19,344.25	Construction services	Beachfront Restrooms
			<u>25,662.99</u>		
<b>TOTAL BEACHFRONT RESTROOMS</b>			<b>25,662.99</b>		

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2006 (through December 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4883	10/10/05	Hazen and Sawyer PC	13,541.62	Professional Service	Conv. Ctr. Storm Water Impr
4939	12/06/05	Hazen and Sawyer PC	4,520.80	Professional Services	
			<u>18,062.42</u>		
<b>TOTAL CONV. CTR. STORM WATER IMPROV</b>			<b>18,062.42</b>		
4871	10/05/05	Ric-Man International Inc.	47,772.33	ROW Infrastructure Improvements	Washington Ave. Streetscape
4914	11/16/05	Ric-Man International Inc.	566,488.97	ROW Infrastructure Improvements	Washington Ave. Streetscape
			<u>614,261.30</u>		
<b>TOTAL WASHINGTON AVE. STREETSCAPE</b>			<b>614,261.30</b>		
4920	11/23/05	Chen & Associates	55,928.36	Professional Services	R.O.W.
4941	12/09/05	Chen & Associates	68,629.64	Professional Services	R.O.W.
4972	12/27/05	Chen & Associates	52,988.70	Professional Services	R.O.W.
			<u>177,546.70</u>		
<b>TOTAL R.O.W. - CONV. CENTER STSCPE</b>			<b>177,546.70</b>		
4904	11/09/05	Tew Cardenas LLP	13,481.59	Prof.Services/ Miami City Ballet	Miami City Ballet
4915	11/17/05	Tew Cardenas LLP	992.90	Prof.Services/ Miami City Ballet	Miami City Ballet
4957	12/19/05	Tew Cardenas LLP	599.14	Prof.Services/Miami City Ballet	Miami City Ballet
			<u>15,073.63</u>		
<b>TOTAL MIAMI CITY BALLET</b>			<b>15,073.63</b>		
4958	12/19/05	Widell Inc	363,079.71	Construction Services	Wtr & Wastewtr Pump Station
			<u>363,079.71</u>		
<b>TOTAL WTR &amp; WASTEWTR PUMP STATION</b>			<b>363,079.71</b>		
4938	12/06/05	Gablesigns and Graphic, Inc.	1,517.12	Ped 6-Historic Marker	Wayfinding Project
			<u>1,517.12</u>		
<b>TOTAL WAYFINDING PROJECT</b>			<b>1,517.12</b>		
<b>REPORT TOTAL</b>			<b><u>\$ 7,961,940.95</u></b>		

**ATTACHMENT “A”**

**SUMMARY OF MAJOR  
PROJECTS**

## **REDEVELOPMENT PROJECTS (Planned and/or Underway)**

### **City Center Projects:**

#### **Project**

#### **Status - as of 01/31/06**

##### **Beachwalk Project**

An at-grade, landscaped pedestrian beachwalk, connecting 21st Street to Lummus Park, designed and engineered by Coastal Systems International. The Project was permitted by the State of Florida in March, 1998. The Project was contested by a property owner and was stalled for almost 5 years in court. In November, 2001, the City received a Partial Notice to Proceed from the State of Florida as a result of a favorable finding for City by the courts. The full permit was issued in April 2002. Plans and bid specifications for the Beachwalk as well as the street-end improvements for 17th and 18th Street street-ends, which are part of the Beachwalk, have been updated and completed by the Architect. The Project was put out to bid during the last week of August 2002. Proposals were received during the last week of October. On November 13, 2002, the RDA awarded a contract to R. L. Saum Construction Co. to proceed with the project and appropriated \$3.7 million. Construction began during mid-March 2003 and is being phased as to mitigate adverse impact to area hotels and businesses fronting the beach. The Project achieved substantial completion in March 2005, which gives the Contractor 105 days to address remaining punch list items. To-date, the contractor has not finalized the required as-built plans and as a result a certificate of final completion has not been issued.

The missing section in front of the Richmond that was held up by litigation filed by the Hotel's owners, was cleared to proceed. Plans for this piece were updated by Coastal Systems International prior to being permitted by DEP. Construction of the walkway path has been completed and it is anticipated that the landscaping will be completed by February 2006.

**Total Project Cost: \$4.5 Million**

**Total CRA participation: \$4.5 Million - Construction**

##### **17<sup>th</sup> & 18<sup>th</sup> Street-end Project**

The current layout of the 17<sup>th</sup> and 18<sup>th</sup> Street street-ends poses severe limitations for traffic circulation and parking, especially as it relates to the operations of the Delano and Ritz Plaza Hotels. The design contract for Coastal Systems International was amended to include the development of conceptual plans and cost estimates for the extension of 17th and 18th Streets, seaward to the ECL. Plans call for extending and reconstructing both street-ends to match the Beachwalk motif. The street-end cul-de-sacs will be relocated approximately 50 to 70 feet east, respectively, to enhance the conditions of the streets and improve the street-end layout. Extension and reconstruction of the two street-ends will involve demolition and reconstruction of the public right-of-way with new curbing, paver block side-walks, asphalt pavement, striping and signage. Construction Drawings and specifications were updated to reflect FDOT improvements and tie-ins on Collins Avenue. Construction of both streetends is complete.

## **Project**

**Status - as of 01/31/06**

### **17<sup>th</sup> & 18<sup>th</sup> Street-end Project, continued**

The Street-end Project was bid as part of the Beachwalk Project and commenced with 17<sup>th</sup> Street in August, 2004. Due to certain event-related conflicts involving area hotels, construction for the 18<sup>th</sup> streetend was delayed until October 2005, and has just been completed in December 2005.

**Total Project Cost (est): \$750,000**

**Total CRA participation: \$750,000 - Construction**

### **Collins Park Cultural Center**

Implementation of a Master Plan calling for the development of a new regional library, streetscape and park improvements to link cultural activities in the area, including the Bass Museum and the Miami City Ballet. Land acquisition through eminent domain was completed in January 2002 and construction documents for the remaining portions of the Cultural Campus as identified in the Master Plan have been completed. On April 10, 2002, the City awarded the construction contract for the Library to the Tower Group. Construction began in May 2002 and achieved substantial completion in October 2004. A final Certificate of Occupancy was issued in November 2004, and the facility was turned over to the Miami Dade County Library System on December 6, 2004. The grand opening was held on April 1, 2005. Negotiations with Stern Architects failed to reach an agreement for the design of Collins Park. As such, the scope of work for the Park was included in the Request for Qualifications for the Rotunda, which is part of the old library that will be preserved and converted into a public venue for performing arts and public functions. An RFQ process resulted in the selection of MC Harry & Associates to undertake the design process. Contract negotiations were finalized and award of A/E Agreement was approved on July 28, 2004. The A/E agreement has been executed and a Notice to Proceed for Planning Services was issued on November 17, 2004. A visioning session was held on December 15, 2004 and MC Harry & Associates is preparing two design concepts. The scope of the project was amended to include streetscape on 21<sup>st</sup> Street from Park Ave. to Washington Ave. and 22<sup>nd</sup> Street from Park Ave. to Washington Court. A Community Design Workshop was held on April 21, 2005. At that meeting consensus was reached on one of the design concepts presented. The consultant prepared the Basis of Design Report (BODR). The BODR was presented to and approved by the City Commission at their October 19, 2005 meeting. The consultant has begun the Design Phase of the project and is approaching 30% completion level drawings. The old library has been demolished and the site has been temporarily restored.

**Total Project Cost: \$18.4 Million – includes land acquisition, completed and proposed streetscape, park and surrounding infrastructure improvements.**

**Total CRA participation: \$15.3 Million.**

## **Project**

**Status - as of 01/31/06**

### **Colony Theater Project**

The Colony Theatre is nearing completion. All of the major construction is complete in the new and renovated portions. All installations such as electrical, mechanical and audio visual have been completed. All stage rigging is complete and has been tested. A temporary certificate of occupancy was granted by the Building Department. A certificate of substantial completion was issued by the consultant of record on January 17, 2006 as well. Punch lists have been prepared by the A/E and project managers. Some additional change orders have been submitted by the construction manager and are being evaluated. Final completion is expected by early March 2006.

**Total Project Cost: \$7.7 Million**

**Total CRA participation: \$5.5 Million - Construction**

### **New World Symphony**

The Administration has successfully negotiated a Lease and Development Agreement with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Sound Space design concept (the Project). As envisioned, the proposed 50,000 square foot facility will provide state-of-the-art communication and media capabilities with performance, classroom, rehearsal and broadcast space. In addition to providing a world-renowned, state-of-the-art facility, another focal point for the community, and the basis for considering the facility's location on this site, is that it will incorporate giant video screen(s) on one or more facades of the building, allowing the public to view live and recorded broadcasts from around the world. The Master Plan contemplates situating the facility on the west surface lot, just to the north of the exiting NWS Theater on Lincoln Road. On July 30, 2003, the Development Agreement between the City of Miami Beach and the New World Symphony, following a duly noticed public hearing, was approved on first reading. A second and final reading of the Development Agreement was held on September 10, 2003, together with a Resolution approving a Lease Agreement, following a separate public hearing. The NWS engaged world-renowned Architect, Frank Gehry to spearhead the design of the project.

Conceptual design alternatives for the proposed project have been submitted for review by the City Manager were subsequently reviewed by the Planning Board on May 25, 2004. On September 8, 2004, the City Commission endorsed one of three concept plan proposals, placing the facility on the west surface lot, with the main entrance/drop off located on Drexel Avenue and the garage facing Pennsylvania Avenue. The proposal calls for creative realignment of Drexel Avenue that allows it to stay open to traffic.

## **Project**

**Status - as of 01/31/06**

### **New World Symphony, continued**

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004.

The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of the Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17<sup>th</sup> Street and improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000.

On January 9, 2006, in accordance with the timeline specified in the Development Agreement, NWS submitted the preliminary plans and specifications for review and comment by the Administration. To the extent that the plans do not deviate from the concept that was approved by the City Commission on September 8, 2004, the City Manager is required to grant approval for NWS to proceed with design development.

Separately, but related to the implementation of the 17<sup>th</sup> Street Master Plan and the realization of NWS' plans, the architectural firm of Perkins and Will has been contracted to undertake the programming and design of the City Hall Expansion Lot parking facility. On December 17, 2004, the Architect conducted an internal visioning session with the Administration, sharing initial concept plans and obtaining input to further the Project's design.

**Total Project Cost:** Soundspace - Min. \$40 million; Parking component - \$5 million; Park component - \$10 million  
**Total CRA participation:** TBD

### **City Center Right-of-Way Improvement Project**

The City Center Right of Way (ROW) Infrastructure Improvement Project is a \$19 million infrastructure project which includes the restoration and enhancement of right-of-ways/streetscapes throughout City Center, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. Proposals were received in response to an RFQ for architectural and engineering services for the planning and design of the project. The selection process resulted in a contract award to Chen and Associates by the City Commission on September 8, 2004. A project Kick Off meeting and Site Visit were held in November 2004. The Visioning Session was held in April 2005.

**Status - as of 01/31/06**

**City Center Right-of-Way Improvement  
Project, continued**

The first and second CDW were held on May 24, 2005, and on June 30, 2005, respectively. The BODR was presented and approved by the Commission on October 19, 2005, and as an informational item at the December 2005 meeting of the Historic Preservation Board.

The Project design is underway and the 30% plans submittal is anticipated in April 2006. The estimated budget for the project is \$21.1 million, comprised of \$2.1 million in soft costs and \$19 million in hard construction costs.

**Total Project Costs: \$21.1 Million**

**Total CRA participation: \$21.1 Million**

**Botanical Garden Improvements**

The Miami Beach Garden Conservancy has initiated efforts to achieve accreditation of the Botanical Garden through the American Association of Museums. To this end, the Conservancy has been working with the City of Miami Beach and the RDA to define the scope of capital improvements required to achieve this goal. The City identified approximately \$1.5 Million from Series 2000 General Obligation Bonds to undertake the improvements. In July 2003, following an RFQ selection process, EDAW was selected to undertake the planning and design of the facility. A first design workshop was held in May 2004 and a second was held on September 21, 2004. CIP staff met with EDAW in November and December 2004 to further refine a preferred concept which will be presented at a final design workshop. An additional meeting was held with EDAW on February 15, 2005 and a tentative final concept plan agreed on. The next step will be to schedule the final design workshop and finalize the master plan.

**Total Project Cost: \$1.5 million**

**Total CRA participation: None - TBD**



**Condensed Title:**

A Resolution of the Chairman and Members of the Miami Beach Redevelopment Agency (RDA), Florida, appropriating City Center Redevelopment Area interest earnings in an amount not-to-exceed \$347,925, for the Amendment Number One to the Agreement between the City and Chen and Associates, Inc, dated September 8, 2004, for the City Center Right-of-Way Improvements Project.

**Key Intended Outcome Supported:**

To ensure well designed quality Capital Projects.

**Issue:**

Should the Redevelopment Agency (RDA) appropriate funding for the Amendment Number One to the Agreement with Chen and Associates, for additional scope of work to the City Center Neighborhood?

**Item Summary/Recommendation:**

The original Scope of Work for the City Center Neighborhood Right-of-Way Improvement Project was developed based on input from City Departments. The underground utility infrastructure improvements were identified based on various utility Master Plans developed earlier, and prioritized in accordance with the available funding at that time. During the project planning process, the Public Works Department identified a number of additional water mains and a sanitary force main, located within the City Center Project limits that needed to be replaced to meet the current required level of service. In addition, it was discussed and agreed that the Meridian Avenue Streetscape improvements originally included in the Basis of Design Report (BODR) for the Multi-Purpose Municipal Parking Facility Project, be included in the City Center Neighborhood Project. The City Administration has also requested that the Planning and Design of streetscape improvements on Lincoln Road from Washington Avenue to Collins Avenue be added to the Chen and Associates Agreement to fast track the project.

Consequently, it will be necessary to amend the original agreement between the City and Chen and Associates, Inc., to provide additional planning, design, permitting, bid and award, and construction administration services for these added improvements, estimated at \$1.9 Million. The Administration requests appropriation of City Center Redevelopment Agency (RDA) interest earnings in an amount not-to-exceed \$347,925, to execute Amendment Number One to the existing Agreement with Chen and Associates, Inc, for additional scope of work to the City Center Neighborhood Project.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 100px; height: 50px; margin-bottom: 5px;"></div> OBPI	1	\$347,925	City Center RDA Interest Earnings
	2		
	3		
	4		
	Total	\$347,925	

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Carla Dixon Ext. 6264

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JECH	TH	



MIAMI BEACH

AGENDA ITEM

2A

DATE

2-8-06



## REDEVELOPMENT AGENCY MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), FLORIDA, APPROPRIATING CITY CENTER REDEVELOPMENT AREA INTEREST EARNINGS, IN AN AMOUNT NOT TO EXCEED \$347,925, FOR THE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND CHEN AND ASSOCIATES, INC., DATED SEPTEMBER 8, 2004; FOR THE PROVISION OF ADDITIONAL PLANNING, DESIGN, PERMITTING, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR ADDITIONAL STREETScape IMPROVEMENTS, INCLUDING WATER AND WASTEWATER MAINS UPGRADES TO THE CITY CENTER RIGHT OF WAY IMPROVEMENTS PROJECT.**

### **ADMINISTRATION RECOMMENDATION**

Approve the request.

### **FUNDING**

Funding for the Project is available from the City Center Redevelopment Area Interest Earnings.

### **ANALYSIS**

On September 8, 2004, the City Commission authorized the execution of an Agreement between the City of Miami Beach and Chen and Associates, Inc., (C&A) for the planning, design, bid and award, and construction administration phases of the City Center Right-of-Way Neighborhood Improvement Project. The Project scope includes improvements to the stormwater collection and disposal system upgrade, water distribution system upgrades, roadway resurfacing and streetscape enhancements, landscaping, traffic calming installations, additional pedestrian lighting, and enhanced pedestrian linkages. The Notice to Proceed with the planning phase of the work was issued on December 9, 2004, and the design phase in October 20, 2005.

The City Center Project limits are bounded by 16<sup>th</sup> Street to the South and Dade Boulevard to the North, and from Alton Road on the West to Collins Avenue on the East. Within these boundaries, 21<sup>st</sup> Street between Liberty and Park Avenues, and Washington Avenue between Lincoln Lane and South Lincoln Road has been excluded as they are included in separate Projects. In addition, no improvements are currently planned for the Palm View neighborhood located West of Meridian Avenue and North of 17<sup>th</sup> Street.

The original Scope of work for this Project was developed based on input from the various departments. The above ground and underground utility infrastructure improvements were identified based on the various utility Master Plans earlier developed, and prioritized in accordance with the available funding at that time. During the project planning process, meetings were held with the various entities and City staff, including the Public Works Department. Based on a water distribution system evaluation, the Public Works Department identified a number of additional water mains and a sewer force main, located within the City Center Project limits that needed to be replaced to meet the current required level of service. In addition, it was discussed and agreed that the Meridian Avenue Streetscape improvements originally included in the Basis of Design Report (BODR) prepared by Perkins & Will, for the Multi-Purpose Municipal Parking Facility, be fully designed as part of the City Center Neighborhood Project. The City Administration has also requested that the Planning and Design of streetscape improvements on Lincoln Road from Washington to Collins Avenues be added to the C&A Agreement to fast track the construction.

Consequently, it will be necessary to amend the original agreement between the City and C&A, to provide additional planning, design, permitting, bid and award, and construction administration services for these improvements not originally included in the City Center Right of Way Improvements Project (Amendment No. 1 attached).

The City Center RDA Right-of-Way Neighborhood Improvements Project is completely funded by City Center Redevelopment Agency (RDA) Tax Increment Financing (TIF) Funds, and has no General Obligation (GO) Bond funding components. The Draft Basis of Design Report (BODR) for the Project was presented as an informational item during the September 12, 2005 General Obligation Bonds Oversight Committee (GOBOC) meeting. On October 19, 2005, the BODR was approved by the City Commission, and presented to the Historic Preservation Board (HPB) on December 13, 2005. The BODR will be amended to reflect any change effected under the Amendment No. 1. The Consultant is currently progressing according to the schedule which specifies the completion of the Design phase in late 2006.

The Project Budget is as follows:

Improvement Type	Allocated Funds		Estimated Cost	
	Original	Revised Amend No. 1	Original	Revised Amend No.1
Streetscape Improvements	\$10,900,000	\$11,880,000	\$11,910,141	\$12,890,141
Water Improvements	\$1,565,000	\$2,485,000	\$2,325,220	\$3,245,220
Stormwater Improvements	\$7,000,000	\$7,000,000	\$5,356,890	\$5,356,890
	<b>\$19,465,000</b>	<b>\$21,365,000</b>	<b>\$19,592,251</b>	<b>\$21,492,251</b>

A summary of the C&A expanded scope is as follows:

### **1. Planning and Design of Streetscape on Lincoln Road from Washington Avenue to Collins Avenue**

The improvements are intended to serve as an entryway feature to Lincoln Road and complement the existing and the proposed conditions along Washington Avenue, Collins Avenue and the Lincoln Road pedestrian mall. In this effort, it is anticipated that the final concept will be heavily influenced by local resident and merchant preferences. C&A will be responsible for establishing a consensus with the community and a design concept that also

meets with the approval of City Regulatory agencies (Planning, Public Works, and Building Departments), as well as any applicable Miami-Dade County Public Works Department Traffic Division concerns.

The Administration originally contemplated assigning the planning, design, and construction activities to Ric-Man Construction, the contractor building the Washington Avenue Improvements. However, following a meeting with the neighborhood residents and business owners, it was determined that the services required were more appropriate for a design consultant. Since the proposed improvements are in the City Center neighborhood, C&A was requested to provide a cost proposal to perform this work. A proposal in the amount of **\$98,077** was submitted by C&A (Attachment I). The City's estimated budget for this work including construction is \$500,000.

## **2. Design of Additional Water and Wastewater Mains throughout the Neighborhood**

The underground utility infrastructure requirements were identified at the onset of the program via a series of meetings that were intended to identify those utilities that required replacement as part of the neighborhood improvement projects. As the planning and design phases progressed, the Public Works Department finalized its field data collection and system evaluation activities. This additional investigative work identified the need for additional water and wastewater mains to be replaced based upon anticipated system capacity requirements and useful life criteria. A prioritized water main replacement program was established with three priority levels. Sufficient funding was determined to be available to replace all identified citywide Priority 1 and Priority 2 water mains. However, funding shortfalls precluded the replacement of all but the most important Priority 3 lines, as established by the Public Works Department.

In an effort to move the neighborhood improvement projects forward, detail design activities proceeded on a parallel path to the Public Works Department's investigative effort, which took approximately 24 months to complete. Many of the water mains that were initially identified to be replaced in the original scope of work were not included in the prioritized listing, and many priorities were not included in the original scope. Therefore, it will be necessary to amend the original Agreement with C&A to provide the additional work. Chen and Associates was requested to provide a cost proposal to perform this work. A proposal in the amount of **\$148,384** was submitted by C&A. The City's total estimated budget for this work is \$920,000.

## **3. Design of Streetscape Improvements on Meridian Avenue from 17<sup>th</sup> to 18<sup>th</sup> Street**

This work was included in the Basis of Design Report (BODR) for the Multi-Purpose Municipal Parking Facility design prepared by Perkins + Will. The improvements generally consist of roadway milling and resurfacing, curbing, irrigation, landscaping, lighting, pavement marking, decorative type crosswalks, and hardscape. A new, large-diameter water main will also be installed on Meridian Avenue, from 17<sup>th</sup> Street to the Parking Facility. It has been deemed more appropriate to have C&A, the Right-of-Way Consultant, tasked with the review of the subject design documents. Further, to reach a consensus on the final design concept with City Regulatory Agencies (the Planning, Public Works, and Building Departments), as well as any applicable Miami-Dade County Public Works Department Traffic Division concerns. Since these proposed improvements are in the City Center Neighborhood, C&A was requested to provide a cost proposal to perform this work. A proposal in the amount of **\$46,874**, was submitted by C&A. The City's estimated budget for this work is \$480,000.

In addition, **\$54,590**, was requested to cover other direct costs associated with surveying, underground utility verification, traffic analysis and document reproduction required for the new work. It is not anticipated that the required revisions will impact the design schedule for the Project, 100% Design Documents for which are due in December of 2006. However, the City has requested that C&A fast-track the Lincoln Road portion of the design.

### **CONCLUSION**

The Administration requests appropriation of the additional services described and recommended, in an amount not-to-exceed \$347,925, from the Redevelopment Agency (RDA) interest earnings, to execute Amendment No. 1 to the existing Agreement with C&A, for additional scope of work to the City Center neighborhood Project.

Attachment

T:\AGENDA\2006\feb0806\Regular\CHEN & ASSOCIATES AMEND NO.1 RDA MEMO.doc

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), APPROPRIATING AND AUTHORIZING THE USE OF CITY CENTER REDEVELOPMENT AREA INTEREST EARNINGS, IN AN AMOUNT NOT-TO-EXCEED \$347,925, FOR AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CHEN AND ASSOCIATES, INC., DATED SEPTEMBER 8, 2004, FOR THE PROVISION OF ADDITIONAL PLANNING, DESIGN, PERMITTING, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR ADDITIONAL STREETScape IMPROVEMENTS, WATER AND WASTEWATER MAIN UPGRADES IN THE CITY CENTER RIGHT-OF-WAY IMPROVEMENTS PROJECT.**

**WHEREAS**, on September 8, 2004, the Mayor and City Commission authorized the execution of an Agreement between the City of Miami Beach and Chen and Associates, Inc. (Consultant), for a not-to-exceed amount of \$2,144,773, for the planning, design, bid and award, and construction administration phases of the City Center Right-of-Way Neighborhood Improvement Project (the Project);

**WHEREAS**, the Project includes improvements to the stormwater system, water system, roadways, streetscape, landscaping, traffic calming, pedestrian lighting, and linkages within the public right-of-ways; and

**WHEREAS**, the Project limits are bounded by 16<sup>th</sup> Street to the south, and Dade Boulevard to the north, and from Alton Road on the west, to Collins Avenue on the east; and

**WHEREAS**, the Project budget is currently estimated at \$10.9 million, for streetscape improvements; \$1.6 million for water improvements; and \$7 million for stormwater improvements; all for a total of \$19.5 million; and

**WHEREAS**, on December 9, 2004, and October 20, 2005, the City issued the Notice to Proceed for the Planning, and Design Phases of the Project, respectively; and

**WHEREAS**, the original Scope of Work for this Project was developed based on input from the various City Departments, and the underground utility infrastructure improvements were identified based on the various utility master plans developed in previous years; and

**WHEREAS**, during the Project planning process, based on a water distribution system evaluation, the City's Public Works Department identified a number of additional water mains and a sanitary sewer force main, located within the City Center limits, that needed to be replaced to meet the current required level of service; and

**WHEREAS**, the design of additional water mains throughout the City Center neighborhood will add approximately \$920,000 to the construction budget, and the additional Consultant fee for this work is \$148,384; and

**WHEREAS**, it was discussed and agreed that the Meridian Avenue Streetscape improvements, originally included in the Basis of Design Report (BODR) for the Multi-Purpose Municipal Parking Facility, currently being designed by Perkins + Will, will now be included in the Project; and

**WHEREAS**, the design of the streetscape improvements on Meridian Avenue, from 17<sup>th</sup> to 18<sup>th</sup> Street, will add approximately \$480,000 to the construction budget, and the additional Consultant fee for this work is \$46,874; and

**WHEREAS**, the Administration requested that the planning and design of the streetscape improvements on Lincoln Road from Washington to Collins Avenues also be added to the City Center Neighborhood Project; and

**WHEREAS**, the design of the streetscape improvements on Lincoln Road from Washington to Collins Avenue, will add approximately \$500,000 to the construction budget, and the additional Consultant fee for this work is \$98,077; and

**WHEREAS**, an additional Consultant fee, in the amount of \$54,590, was requested to cover other direct costs associated with surveying, underground utility verification, traffic analysis and document reproduction required for the new work; and

**WHEREAS**, the revised Project budget is estimated at \$11.9 million for streetscape improvements; \$2.4 million for water improvements; and \$7 million for stormwater improvements; all for a total of \$21.3 million; and

**WHEREAS**, it will be necessary to amend the existing Agreement between the City and Consultant, to provide the aforesated additional planning, design, permitting, bid and award, and construction administration services for these improvements; and

**WHEREAS**, the Capital Improvement Projects Office, and the City's Program Manager, Hazen and Sawyer, have evaluated the Consultant's cost proposal and are in agreement that the proposal is reasonable; and

**WHEREAS**, the City Administration recommends approval of the attached Amendment No. 1 to the Agreement, in an amount not-to-exceed \$347,925, for the aforesated additional services for the Project; and

**WHEREAS**, accordingly, the Executive Director would recommend that the Chairman and Members hereby appropriate and authorize the use of City Center Redevelopment Area interest earnings, in the amount of \$347,925, to fund the Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, FLORIDA**, that the Chairman and Members hereby appropriate and authorize the use of City Center Redevelopment Area interest earnings, in an amount not to exceed \$347,925, to fund Amendment No. 1 to the Agreement between the City and Chen and Associates, Inc., dated September 8, 2004, for the provision of additional planning, design, permitting, bid and award, and construction administration services for additional streetscape improvements, water and wastewater main upgrades to the City Center Right-of-Way Improvements Project.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2006. **APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

*[Signature]*  
City Attorney

*2-2-06*  
Date

## SCHEDULE "A-1"

### SCOPE OF SERVICES

Schedule "A" entitled, "Scope of Services", is amended as follows:

ADD the Following under Task 5 – ADDITIONAL SERVICES

Task 5.1 – Additional Design Services:

The CONSULTANT shall furnish additional design services associated with water and stormwater improvements as noted below:

#### **Task 5.2 Lincoln Road Streetscape Improvements:**

The CONSULTANT shall provide professional services for the planning, design, permitting and construction administration (all in general accordance with the base scope of services) of a proposed median and streetscaping along Lincoln Road between Washington and Collins Avenue. The improvement may consist of roadway demolition, concrete curbing, irrigation, landscaping, lighting, pavement markings, decorative type cross walks, and / or hardscape improvements. The streetscape improvement is intended to serve as an entryway feature to Lincoln Road and complement the existing / proposed conditions along Washington Avenue, Lincoln Road pedestrian mall and Collins Avenue. In this effort, it is anticipated that the final concept will be heavily influenced by local resident and merchant preferences, and it shall be the CONSULTANT's task to establish a consensus design concept with the community that also meets with the approval of City Regulatory agencies (the Planning and Public Works Departments), as well as any applicable Miami-Dade County Public Works Department Traffic Division concerns. The total construction plus contingency budget for these improvements shall not exceed \$500,000 unless approved by the CITY. It is anticipated that the CONSULTANT will include the design contract documents for these improvements in its Bid Package 9A contract documents set. The CITY will provide the noted additional funding to support these improvements into the project construction budget at a future date.

Professional services to be provided by the CONSULTANT shall include:

- Attend a Site Reconnaissance Visit where CITY personnel will provide general input and guidelines from known community preferences for the CONSULTANTs consideration in developing materials for the Visioning Session. The CONSULTANT shall prepare and distribute meeting minutes.

Schedule: Within 10 working days of Notice to Proceed

- Perform a site survey in accordance with the Design Standards Manual.

Schedule: Within 30 working days of Notice to Proceed

- Prepare for and conduct a Visioning Session with the CITY. In this effort, the CONSULTANT shall prepare conceptual drawings including architectural grade plan and elevations for two alternative concepts with "budget" level cost estimates. The two concepts shall be based on (in no particular order):



- Alternative No. 1: Median, four traffic lanes, and landscaping on the sidewalks
  - Alternative No. 2: Median, four traffic lanes, and landscaping on the sidewalks with additional parking between James and Collins Avenues
- The CONSULTANT shall make revisions to conceptual drawings based upon CITY comments. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Schedule: Within 45 working days of Notice to Proceed

- Prepare for and conduct a pre-Community Design Workshop (CDW) No. 1 meeting with the CITY. This meeting will allow the CITY to review the proposed presentation materials, illustrating any revision that were previously requested, and also allow the CITY to review cost estimates and other such appurtenant items as may be cogent to planned CDW No. 1.

Schedule: Within 30 working days of Visioning Session

- Prepare for and conduct Community Design Workshop No. 1 with the CITY, residents and merchants. At this meeting, the CONSULTANT shall present its various conceptual drawings to workshop attendees and describe features, advantages, disadvantages and construction cost budget issues. It shall be the CONSULTANT's responsibility to establish consensus with attendees. In this effort, the CONSULTANT shall give due consideration to opinions and thoughts given and revisit its concepts, in likely preparation for a second CDW, to reach consensus. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Schedule: Within 20 working days of pre-CDW No. 1

- Prepare for and conduct a pre-Community Design Workshop No. 2 meeting with the CITY. This meeting will allow the CITY to review the CONSULTANT's revised presentation materials and cost estimate developed from the feedback and consensus building efforts undertaken in CDW No. 1.

Schedule: Within 45 working days of CDW No. 1

- Prepare for and conduct Community Design Workshop No. 2 with the CITY, residents and merchants. CONSULTANT shall present its revised conceptual drawings to workshop attendees and describe features, advantages, disadvantages and construction cost budget limitations. It shall be the CONSULTANT's responsibility to establish final consensus on the design concept with residents / merchants at this second CDW. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute.

Schedule: Within 20 working days of pre-CDW No. 2

- After consensus has been established, prepare and submit application and supporting documentation to the Historic Preservation Board (HPB) as an informational item.

Schedule: Within 45 working days of CDW No. 2

- Upon acceptance by the HPB, incorporate the additional watermains into the BODR via Addendum in a format provided by the CITY. Note that this plan may or may not require presentation and approval by the General Obligation Bond Oversight Committee and/or City Commission.

Schedule: Within 30 working days of HPB acceptance

- Develop the plan into a detailed design.
- Incorporate the detailed design and cost estimate into the contract documents for Bid Package 9A as an additive alternate bid item.
- Bid / Award services are assumed to be included within the base scope of services as it is the CITY's opinion that this additional work does not represent a material impact to the project from this perspective.
- In addition, the majority of Construction Administration Services are assumed to be included within Task 4 of the base scope of services as it is the CITY's opinion that this additional work represents a minimal material impact to the project from this perspective.

#### **Task 5.3 Additional Water Mains:**

The CONSULTANT shall provide professional services for the planning, design, permitting, and construction administration (all in general accordance with the base scope of services) of proposed water mains. These water mains are identified in Exhibit A-1. More particularly they are described as:

- P3.2 lines identified in the Public Works Department Watermain Prioritization Map dated April 2003;
- water mains between Lincoln Lane South and 16<sup>th</sup> Street, specifically on Pennsylvania Avenue, Meridian Avenue, Michigan Avenue, Lenox Avenue, and the alley immediately west of Lenox Avenue;
- water main on Meridian Avenue between 17<sup>th</sup> and 19<sup>th</sup> Streets;
- water main on 17<sup>th</sup> Street between Meridian and Washington Avenues;
- 20-inch diameter water main on Washington Avenue between 20<sup>th</sup> Street and the bridge to Dade Boulevard.

This task is limited to the design, permitting, and construction management of the water mains only. Streetscape, if not included in another task, will be by others. The CITY will decide on funding to support these improvements at a future date.

Professional services to be provided by the CONSULTANT shall include:

- Perform a site survey in accordance with the Design Standards Manual.
- Incorporate the additional watermains into the BODR via Addendum.
- Develop the plan into a detailed design.

- Incorporate the detailed design and cost estimate into the contract documents for Bid Package 9B for the 30% design review submittal.
- Bid / Award services are assumed to be included within the base scope of services as it is the CITY's opinion that this additional work does not represent a material impact to the project from this perspective.
- Provide Construction Administration Services as described within Task 4 of the base scope of services. It is the CITY's opinion that this additional work represents a minor material impact to the currently scoped Task 4 services.

#### **Task 5.4 Wastewater Main on 17<sup>th</sup> Street- From Meridian to Michigan Avenues:**

The CONSULTANT shall provide professional services for the planning, design, permitting, and construction administration (all in general accordance with the base scope of services) of the proposed wastewater main running on 17<sup>th</sup> Street between Meridian Avenue and Michigan Avenue, the routing of which will be per the Kimley-Horn and Associates, Inc. Sanitary Sewer Force Main plans dated February 1997 as provided by the Public Works Department. This task is limited to the design, permitting, and construction management of the wastewater main only. It is anticipated that the CONSULTANT will include the design contract documents for these improvements in its Bid Package 9B contract documents set. The CITY will decide on funding to support these improvements at a future date.

Professional services to be provided by the CONSULTANT shall include:

- Incorporate the wastewater main into the BODR via Addendum.
- Develop the plan into a detailed design.
- Incorporate the detailed design and cost estimate into the contract documents for Bid Package 9B for the 30% design review submittal.
- Bid / Award services are assumed to be included within the base scope of services as it is the CITY's opinion that this additional work does not represent a material impact to the project from this perspective.
- Provide Construction Administration Services as described within Task 4 of the base scope of services. It is the CITY's opinion that this additional work represents a minimal material impact to the project from this perspective.

#### **Task 5.5 Meridian Avenue Streetscape Improvements:**

The CONSULTANT shall provide professional services for the planning, design, permitting and construction administration (all in general accordance with the base scope of services) of proposed streetscaping along Meridian Avenue between 17<sup>th</sup> and 19<sup>th</sup> Streets per the 60% design completion plans for the Multi-Purpose Municipal Parking Facility prepared by Perkins + Will dated October 1, 2005. The improvements generally consist of roadway, curbing, irrigation, landscaping, lighting, pavement marking, decorative type cross walks, and / or hardscape improvements per the preliminary design for the Meridian Avenue Parking Garage documents referenced above. It shall be the CONSULTANT's task to review the subject documents, and through a series of up to two meetings, reach a consensus final design concept with City Regulatory agencies (the Planning and Public Works Departments), as well as any applicable Miami-Dade County Public Works Department Traffic Division concerns.

**SCHEDULE B**  
**CITY OF MIAMI BEACH**  
**RIGHT OF WAY INFRASTRUCTURE PROGRAM A-E CONSULTANT**  
**CONSULTANT'S COMPENSATION FEE SCHEDULE**  
**City Center - Amendment 1**

ATTACHMENT I

TASK	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	STAFF ENGINEER	DESIGNER	DRAFTSMAN	CLERICAL	TOTAL PERSONNEL	TOTAL COST
<b>5.2</b>	<b>LINCOLN ROAD STREETSCAPE IMPROVEMENTS</b>										
5.2.1	PROJECT SITE RECONNAISSANCE VISIT	4	8	12	0	0	0	0	0	24	\$1,064
5.2.2	DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	4	8	18	0	32	0	8	4	74	\$6,855
5.2.3	DEVELOP BUDGET LEVEL COST ESTIMATE ALTERNATIVES	1	2	6	2	0	0	0	1	12	\$1,343
5.2.4	SURVEY (SEE OTHER DIRECT COSTS)										
5.2.5	ATTEND "VISIONING" SESSION	4	8	16	4	4	4	0	4	44	\$4,711
5.2.6	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN	2	4	4	0	0	0	0	1	11	\$1,349
5.2.7	REFINE ALTERNATIVES PRIOR TO CDW NO. 1	4	16	24	8	12	0	8	2	74	\$7,732
5.2.8	REFINE ALTERNATIVES PRIOR TO CDW NO. 2	2	8	16	4	12	0	4	1	47	\$4,784
5.2.9	COMMUNITY DESIGN WORKSHOP NO. 1	4	8	20	8	0	0	2	2	44	\$4,945
5.2.10	COMMUNITY DESIGN WORKSHOP NO. 2	4	8	20	8	0	0	2	2	44	\$4,945
5.2.11	HISTORICAL PRESERVATION BOARD APPROVAL	2	8	16	8	0	0	2	2	35	\$4,012
5.2.12	AMEND BOOR	4	8	20	8	22	2	10	16	90	\$7,884
5.2.13	DETAILED DESIGN	15	50	20	60	100	20	120	40	425	\$35,054
5.2.14	COST ESTIMATE	2	10	4	0	12	2	0	10	40	\$3,630
5.2.15	BID/AWARD SERVICES	0	0	0	0	0	0	0	0	0	\$0
5.2.16	CONSTRUCTION ADM. SERVICES (2007-2009)	8	24	12	0	0	12	0	12	68	\$7,767
	<b>SUBTOTAL FOR TASK 5.2</b>										<b>\$98,077</b>
<b>5.3</b>	<b>ADDITIONAL WATER MAINS</b>										
5.3.1	SURVEY (SEE OTHER DIRECT COSTS)										
5.3.2	AMEND BOOR										
5.3.3.1	DETAILED DESIGN (WM SOUTH OF LINCOLN LANE SOUTH)	1	4	2	0	8	0	0	4	19	\$1,712
5.3.3.2	DETAILED DESIGN (PUBLIC WORKS)	9	38	18	20	44	0	80	22	231	\$19,405
5.3.4	COST ESTIMATE	40	130	62	150	204	0	400	82	1,068	\$87,424
5.3.5	BID/AWARD SERVICES	12	28	12	40	52	0	0	20	164	\$15,737
5.3.6	CONSTRUCTION ADM. SERVICES (2007-2009)	0	0	0	0	0	0	0	0	0	\$0
	<b>SUBTOTAL FOR TASK 5.3</b>										<b>\$4,017</b>
<b>5.4</b>	<b>ADDITIONAL WASTEWATER MAIN (17th STREET)</b>										<b>\$128,295</b>
5.4.1	AMEND BOOR										
5.4.2	DETAILED DESIGN	1	4	2	0	8	0	0	4	19	\$1,712
5.4.3	COST ESTIMATE	4	20	12	15	40	0	60	20	171	\$13,513
5.4.4	BID/AWARD SERVICES	2	8	2	0	12	0	0	10	34	\$2,976
5.4.5	CONSTRUCTION ADM. SERVICES (2007-2009)	0	0	0	0	0	0	0	0	0	\$0
	<b>SUBTOTAL FOR TASK 5.4</b>										<b>\$1,888</b>
<b>5.5</b>	<b>MERIDIAN AVENUE STREETSCAPE IMPROVEMENTS</b>										<b>\$20,089</b>
5.5.1	SURVEY (SEE OTHER DIRECT COSTS)										
5.5.2	AMEND BOOR										
5.5.3	DETAILED DESIGN	2	12	32	4	8	12	18	4	92	\$8,727
5.5.4	COST ESTIMATE	10	42	15	50	100	15	100	30	362	\$29,673
5.5.5	BID/AWARD SERVICES	2	12	4	0	12	2	0	10	42	\$3,895
5.5.6	CONSTRUCTION ADM. SERVICES (2007-2009)	0	0	0	0	0	0	0	0	0	\$0
	<b>SUBTOTAL FOR TASK 5.5</b>										<b>\$4,579</b>
<b>6</b>	<b>OTHER DIRECT COSTS</b>										<b>\$46,874</b>
	DOCUMENT REPRODUCTION										
	SURVEYING										
	UNDERGROUND UTILITY VERIFICATION (50 TESTHOLES)										
	TRAFFIC STUDY (IMPACT OF LINCOLN ROAD IMPROVEMENTS)										
	<b>TOTAL OTHER DIRECT COSTS</b>										
	<b>TOTAL HOURS</b>	143	518	393	389	692	69	812	314	3,320	\$347,924
	<b>TOTAL FEE ESTIMATE</b>										
	Hourly Rates (FY 2005)	\$155.41	\$128.61	\$110.39	\$93.24	\$75.02	\$78.24	\$55.73	\$42.87		
	Hourly Rates (FY 2006)	\$160.07	\$132.47	\$113.70	\$96.04	\$77.27	\$80.59	\$57.40	\$44.16		
	Hourly Rates (FY 2007)	\$164.87	\$136.44	\$117.11	\$98.92	\$79.59	\$83.00	\$59.12	\$45.48		
	Hourly Rates (FY 2008)	\$169.82	\$140.54	\$120.63	\$101.89	\$81.98	\$85.49	\$60.90	\$46.85		

R:\014\AE SCOPE OF SERVICES AND CONTRACTS\Fee Proposal for Amendment 1 - Nov 23 2005

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**Condensed Title:**

A Resolution approving a settlement, providing for the early termination of the Lease Agreement between the RDA as Landlord and Abkey No. 17, Inc., d/b/a Fuddruckers as Tenant, dated September 8, 1999, for suites 1 through 3 and 4 in the Anchor Shops, located at 1551 Washington Avenue, Miami Beach, Florida; approval of the aforesaid settlement subject to and conditioned upon Tenant's execution and satisfaction of the terms and conditions set forth in the Letter Agreement, dated February 8, 2006, between the RDA and the Tenant; and further authorizing the Chairman and Secretary to execute a new retail lease agreement with the replacement tenant, BBQ Beach, Inc., for the above described retail premises.

**Key Intended Outcome Supported:**

Increase resident satisfaction with the level of services and facilities

**Issue:**

Shall the RDA authorize execution of the Letter Agreement between the Redevelopment Agency and Abkey No. 17, Inc., as well as authorize execution of a new lease agreement with BBQ Beach, Inc., subject to satisfaction of the terms set forth in the aforesaid Letter Agreement?

**Item Summary/Recommendation:**

In July, 2005, Fuddruckers informed the RDA that due to its historically poor sales performance, it was not willing to invest the necessary funds to address certain long outstanding code requirements in order to obtain its Certificate of Occupancy and that it anticipated closing its doors at the end of the month. In accordance with the Lease Agreement, the Tenant was advised it had two choices - to procure an acceptable replacement tenant for the remaining term of the Lease Agreement, or remit the balance of rent due for the remaining 5-year term of the Lease. The Tenant opted to attempt finding a replacement tenant for the space. In October, 2005, the RDA was approached by Tim Wilcox, owner of a number of successful food and beverage establishments throughout the City, including Liquor Lounge Café in the Anchor Shops, who was interested in leasing the Premises. Since this time, Mr. Wilcox has been negotiating to buy out the Tenant's interest in the Premises and has submitted a proposal to open an upscale barbecue restaurant in its place, to be called Bar-Be-Que Beach.

Subsequent to a review of the Company's references and financial statements, the Administration has proceeded to negotiate a new lease agreement for the Premises. Execution of the new proposed lease is subject to and conditioned upon the execution of the attached proposed Letter Agreement between the RDA and Abkey No. 17, Inc. which specifies the terms and conditions by which the RDA shall consent to the termination of the Tenant's lease.

The Administration recommends approving the settlement terms and conditions set forth herein, providing for early termination of the Retail Lease Agreement with Fuddruckers and approving the Proposed Retail Lease Agreement with the replacement tenant, BBQ Beach, Inc., Inc., subject to satisfaction of the terms and conditions set forth in the aforementioned Letter Agreement.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
1			
2			
OBPI	Total		
Financial Impact Summary:			

**City Clerk's Office Legislative Tracking:**

Kent Bonde

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		<i>J. J. J.</i>

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MIAMI BEACH

AGENDA ITEM 23  
DATE 2-8-06



## REDEVELOPMENT AGENCY MEMORANUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, FLORIDA, APPROVING A SETTLEMENT PROVIDING FOR THE EARLY TERMINATION OF THE RETAIL LEASE BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), AS LANDLORD, AND ABKEY NO 17, INC., D/B/A FUDDRUCKERS, AS TENANT, DATED SEPTEMBER 8, 1999, FOR SUITES 1 THROUGH 3 AND 4 IN THE ANCHOR SHOPS, LOCATED AT 1551 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA; APPROVAL OF THE AFORESTATED SETTLEMENT SUBJECT TO AND CONDITIONED UPON TENANT'S EXECUTION AND SATISFACTION OF THE TERMS AND CONDITIONS SET FORTH IN THE LETTER AGREEMENT, DATED FEBRUARY 8, 2006, BETWEEN THE RDA AND THE TENANT; FURTHER AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A NEW RETAIL LEASE WITH THE REPLACEMENT TENANT, BBQ BEACH, INC., FOR THE ABOVE DESCRIBED RETAIL PREMISES.**

### RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

Abkey No. 17, Inc., d/b/a Fuddruckers has been a tenant at the Anchor Shops since September 9, 1999, occupying 6,217 square feet along Washington Avenue, for a term of 10 years at an annual rate of \$125,707 (\$20.23/sq.ft). On February 13, 2003, the RDA and Fuddruckers entered into a Settlement Agreement, pertaining to payment of past due rent and certain outstanding code requirements that Fuddruckers was required to address in order to obtain a Certificate of Occupancy (CO). Since opening for business in March, 2002, Fuddruckers had been operating under a Temporary Certificate of Occupancy (TCO), which it kept extending through the County's Board of Rules and Appeals, until July 20, 2005, when the RDA and the City's Building Official finally recommended against granting any further extensions. On July 1, 2005, Betty Amos of Fuddruckers met with RDA staff to advise that due to its poor performance, Fuddruckers was unwilling to spend the necessary funds to address the outstanding code issues and that it would be closing its doors by the end of the month. In accordance with Section 8.1 of the Lease Agreement, the Tenant was advised that its obligations to the RDA (Landlord) shall remain in full force and effect until an acceptable tenant is identified and approved by the Landlord. As such, it would be the Tenant's obligation to either procure an acceptable sublease for the remaining term of the Lease

Agreement, (as has been done in the past with other tenants at the Anchor Shops), or the Tenant could remit the balance of rent due for the remaining 5-year term of the Lease, which at the time of the meeting, was estimated at approximately \$719,000. The Tenant opted to attempt finding a suitable sublease for the space.

Subsequent discussions between the Tenant and various restaurant chains failed to yield any results, until October, 2005, when Miami Beach Development Corporation (Property Manager) informed the RDA that Tim Wilcox, owner of a number of successful food and beverage establishments throughout the City, including Liquor Lounge Café in the Anchor Shops, was interested in assuming the lease. Since this time, Mr. Wilcox has been negotiating to buy out the Tenant's interest in the Premises and has submitted a proposal to open an upscale barbecue restaurant in its place, to be called Bar-Be-Que Beach.

Subsequent to a review of the proposed business plan, financial references and other background information submitted by Mr. Wilcox, the Administration has proceeded to negotiate a new lease agreement for the Premises (the Proposed Lease). The Proposed Lease shall be for an initial term of ten years, with one ten-year renewal option, starting at a minimum annual rent of \$143,808, (\$23/sq.ft.), for years' one through five and escalating to \$165,309 (\$27/sq.ft.) for years' six through ten. All costs associated with tenant improvements to the premises and other connections and services are the responsibility of the replacement tenant, including but not limited to, addressing all outstanding code issues existing at the time of lease execution. It should be noted however, that the RDA has agreed to fund an equitable share of the cost associated with screening the kitchen exhaust vent located on top of the west elevator tower, since this issue is a result of a pre-existing design flaw in the building, which placed the exhaust duct inside the elevator tower. It should be noted that this was one of the outstanding code issues that Fuddruckers was to address with the participation of the RDA. The RDA's cost shall not exceed 50% of the cost of the screening project, which based on preliminary drawings has been estimated at \$15,000.

Additionally, as part of the Proposed Lease, the new tenant will be required to execute an unconditional completion warranty for the retail space improvements. The Rent Commencement date starts on the day the new tenant occupies the premises, with an option to abate rent for the first two months (60 days), to allow for the design, permitting and build-out of the interior improvements. Such abatement shall be prorated over a twelve (12) month period thereafter, so that the rent abatement shall be fully amortized in equal monthly amounts over such twelve (12) month period.

A one-month security deposit and one-month prepaid rent are requirements of the Proposed Lease.

Execution of the Proposed Lease is subject to and conditioned upon the execution of the attached proposed Letter Agreement between the RDA and Fuddruckers, requiring Fuddruckers to execute a Limited Guaranty and Suretyship Agreement (Guaranty), guaranteeing payment of one (1) year's rent plus sales tax, in the amount of \$143,808, in the event that Bar-Be-Que Beach defaults on its lease during its first year of operation in the Premises.

It should be noted that Fuddruckers actually continued to remit rent from the time it closed in August through the month of November, 2005. However, it has not remitted



**February 8, 2006**  
**Redevelopment Agency Memorandum**  
**Fuddruckers' Early Lease Termination**  
**Page 3 of 3**

rent since this time and currently owes three months rent and applicable sales tax, in the amount of \$33,945 as of February 1, 2006. Fuddruckers has committed to paying all past due rent upon execution of the Settlement Agreement. To be certain, language has been added to the Agreement, subjecting its validity to payment of all past due rent.

The Administration recommends approving the settlement terms and conditions set forth in the attached proposed Letter Agreement, providing for early termination of the Retail Lease Agreement with Fuddruckers and approving the Proposed Retail Lease Agreement with the new tenant, BBQ Beach, Inc., subject to satisfaction of the terms and conditions set forth in the aforementioned Letter Agreement.

**JMG/THKOB**

T:\AGENDA\2006\feb0806\consent\Fuddruckers Space.mem.doc

Enclosures:    Proposed Letter Agreement - between RDA and Abkey No. 17, Inc.  
                    Limited Guaranty and Suretyship Agreement - by Abkey No. 17, Inc.  
                    Proposed Lease Term Summary – between RDA and BBQ Beach, Inc.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY APPROVING A SETTLEMENT PROVIDING FOR THE EARLY TERMINATION OF THE RETAIL LEASE BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), AS LANDLORD, AND ABKEY NO 17, INC., D/B/A FUDDRUCKERS, AS TENANT, DATED SEPTEMBER 8, 1999, FOR SUITES 1 THROUGH 3 AND 4 IN THE ANCHOR SHOPS, LOCATED AT 1551 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA; APPROVAL OF THE AFORESTATED SETTLEMENT SUBJECT TO AND CONDITIONED UPON TENANT'S EXECUTION AND SATISFACTION OF THE TERMS AND CONDITIONS SET FORTH IN THE LETTER AGREEMENT, DATED FEBRUARY 8, 2006, BETWEEN THE RDA AND THE TENANT; FURTHER AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A NEW RETAIL LEASE WITH THE REPLACEMENT TENANT, BBQ BEACH, INC., FOR THE ABOVE DESCRIBED RETAIL PREMISES.**

**WHEREAS**, On September 9, 1999, Abkey No. 17, Inc., d/b/a Fuddruckers (Fuddruckers or Tenant) executed a ten (10) year Retail Lease with the Miami Beach Redevelopment Agency (RDA and/or Landlord) for 6,217 square feet of space, located in the Anchor Shops of South Beach, located at 1551 Washington Ave, Suites 1-3, Miami Beach, Florida; and

**WHEREAS**, since officially opening its doors in March, 2002, the Tenant has had a difficult time in achieving its sales expectations; and

**WHEREAS**, on February 13, 2003, the RDA and Fuddruckers entered into a Settlement Agreement, pertaining to payment of past due rent and settlement of certain outstanding City Code requirements that Fuddruckers was required to address in order to obtain a Certificate of Occupancy (CO); and

**WHEREAS**, since opening for business in March, 2002, Fuddruckers had been operating under a Temporary Certificate of Occupancy (TCO), which it kept extending through the County's Board of Rules and Appeals, until July 20, 2005, when the RDA and the City's Building Official finally recommended against granting any further extensions; and

**WHEREAS**, on July 1, 2005, Tenant met with RDA staff to advise that it was unwilling to spend the necessary funds to address the outstanding City Code issues, and that it would be closing its doors by the end of the month; and

**WHEREAS**, in accordance with Section 8.1 of the Retail Lease, the Tenant was advised that its obligations to the RDA would remain in full force and effect until an acceptable tenant was identified and approved by the Landlord; and

**WHEREAS**, it would be the Tenant's obligation to either procure an acceptable sublease for the remaining term of the Retail Lease, or the Tenant could remit the balance of rent due for the remaining term of the Lease; and

**WHEREAS**, the Tenant opted to attempt to find a suitable replacement tenant for the space; and

**WHEREAS**, in October, 2005, RDA staff was approached by Timothy Wilcox, owner of a number of successful food and beverage establishments throughout the City, who was interested in assuming the Lease, and

**WHEREAS**, since this time, Mr. Wilcox has been negotiating to buy out the Tenant's interest in the Premises and has submitted a proposal to open an upscale barbecue restaurant in its place, to be called Bar-Be-Que Beach, to be operated by its parent company, BBQ Beach, Inc. (BBQ Beach or Proposed Tenant); and

**WHEREAS**, subsequent to a review of the Proposed Tenant's references and financial statements, the RDA staff has proceeded to negotiate a new Retail Lease for the Premises; and

**WHEREAS**, execution of the new Retail Lease with BBQ Beach, shall also be subject to and conditioned upon the execution of the attached Letter Agreement (Exhibit A) between the RDA and Tenant, requiring the Tenant to execute a Limited Guaranty and Suretyship Agreement (Guaranty), guaranteeing payment of one (1) year's rent plus sales tax, in the amount of \$143,808, in the event that Bar-Be-Que Beach defaults on its lease during its first year of operation on the Premises; and

**WHEREAS**, RDA staff recommends execution of the attached Letter Agreement, specifying the aforesated terms and conditions, in settlement of Tenant's Retail Lease Agreement, subject to Tenant's compliance with the terms and conditions set forth in said Letter Agreement, and further recommends that subject to Tenant's compliance with the terms of the Letter Agreement, the Chairman and Secretary execute a new Retail Lease with the Proposed Tenant.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY**, that the Chairman and Members of the Miami Beach Redevelopment Agency hereby approve a settlement, providing for the early termination of the Lease Agreement between the Miami Beach Redevelopment Agency (RDA), as Landlord, and Abkey No 17, Inc., d/b/a Fuddruckers, as Tenant, dated September 8, 1999, for Suites 1 - 3 in the Anchor Shops, located at 1551 Washington Avenue, Miami Beach, Florida; further approving the aforesated settlement

subject to and conditioned upon Tenant's execution and satisfaction of the terms and conditions set forth in the attached Letter Agreement, dated February 8, 2006, between the RDA and the Tenant; and authorizing the Chairman and Secretary to execute a new Retail Lease with the replacement tenant, BBQ Beach, Inc., for the above-described retail premises.

**PASSED and ADOPTED** this \_\_\_\_ day of February, 2006

**ATTEST:**

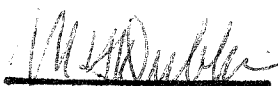
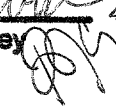
\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

JMG\CMC\KOB

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney  Date 2-1-06



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Miami Beach Redevelopment Agency  
Tel: (305) 673-7193 , Fax: (305) 673-7033

## HAND-DELIVERED

February 8, 2006

Ms. Betty Amos  
The Abkey Companies  
9275 Coral Reef Drive, Suite 107  
Miami, FL 33157

RE: Anchor Shops at South Beach Retail Lease, dated September 8, 1999, by and between the Miami Beach Redevelopment Agency (Landlord) and Abkey No. 17, Inc. (Tenant) for the Premises located at 1555 Washington Avenue, Suites #1-3, Miami Beach, Florida 33139 (Premises).

Dear Betty:

This Letter Agreement shall memorialize the understanding between the Miami Beach Redevelopment Agency (RDA or Landlord) and Abkey No. 17, Inc. (Tenant), for early termination of the above referenced Retail Lease.

Pursuant to the meeting on July 1, 2005, between the Tenant and the Landlord, the Tenant opted to find a suitable replacement tenant for the Premises instead of having to remit Rent for the remaining term of the Lease. The Tenant's search has since resulted in the Landlord negotiating a new Retail Lease with BBQ Beach, Inc., (Proposed Lease) which is being presented for approval by the RDA Board at its regular meeting on February 8, 2006.

To the extent that the Landlord is successful, on or before February 28, 2006, in approving and executing the Proposed Lease with BBQ Beach, Inc., for the Premises currently occupied by the Tenant; and upon Tenant's full and faithful performance of the conditions set forth in this Letter Agreement, including payment in full by Tenant of the amounts due to Landlord herein, as well as any outstanding Rent due at the time of execution of this Letter Agreement, Landlord shall voluntarily terminate the above referenced Retail Lease and shall release Tenant from any further obligation thereunder, except for any terms and conditions of said Lease which, by their express terms, are intended to survive termination.

The Tenant shall remit the following at the time of execution of this Letter Agreement:

Execution of a Limited Guaranty and Suretyship Agreement (Guaranty), guaranteeing payment of one (1) year's rent plus sales tax, in the amount of \$143,808, in the event that BBQ Beach, Inc., defaults on the Proposed Lease during its first year of operation on the Premises.

Payment in full of Minimum Rent due plus sales tax, in the amount of \$33,640.02, for the period of December 1, 2005 through February 1, 2006.

An action to enforce the terms and conditions of this Letter Agreement may be brought by the Landlord and may be an action at law or in equity against any party or person attempting to violate any provision of said Letter Agreement, either to restrain violations or to recover damages. This Letter Agreement shall be enforceable in Miami-Dade County, Florida and if legal action is necessary by any party with respect to the enforcement of any and all terms and conditions therein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

If the aforestated terms and conditions of this Letter Agreement meet with Tenant's approval, please have the duly authorized representatives of Abkey No 17, Inc. acknowledge, execute and attest to same in the spaces provided below. Upon execution by the Miami Beach Redevelopment Agency, we will forward a fully executed copy to your attention for your records.

Sincerely,

Tim Hemstreet  
Assistant Director

TH:kob  
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c: Jorge M. Gonzalez, Executive Director  
Raul J. Aguila, First Assistant City Attorney  
Rhonda Montoya, First Assistant City Attorney  
Kent O. Bonde, Redevelopment Coordinator  
Roberto Datorre, President, Miami Beach Development Corporation

*I have read this letter Agreement and fully understand same, agree to be bound by the terms and conditions contained herein.*

Abkey No. 17, Inc.

Miami Beach Redevelopment Agency

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Jorge M. Gonzalez,  
Executive Director

Attest:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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## **LIMITED GUARANTY AND SURETYSHIP AGREEMENT**

THIS LIMITED GUARANTY AND SURETYSHIP AGREEMENT (the "Limited Guaranty") dated this 8<sup>th</sup> day of February, 2006, is made by ABKEY NO. 17, INC., a Florida Corporation ("Guarantor"), for the benefit of MIAMI BEACH REDEVELOPMENT AGENCY, a body corporate and politic ("Landlord").

### **Background**

BBQ Beach, Inc., and Landlord intend to execute a new Retail Lease Agreement by no later than February 28, 2006, pursuant to the terms of which BBQ Beach, Inc. agrees to lease a certain portion of real property and improvements located at 1555 Washington Avenue, Suites 1-3, Miami Beach, Florida, 33139, hereinafter referred to as the "Demised Premises" .

Guarantor and Landlord are parties to that certain Retail Lease Agreement, dated, September 8, 1999, ("Guarantor's Lease"), pertaining to the Demised Premises. Guarantor and Landlord agree that the Guarantor's Lease shall be terminated pursuant to the terms and conditions of the Letter Agreement, dated February 8, 2006, attached and incorporated as Exhibit "A" hereto (the "Letter Agreement"), provided that (i) Tenant satisfies and complies with the terms of the Letter Agreement; (ii) Landlord and BBQ Beach, Inc. enter into the new Retail Lease Agreement for the Demised Premises; and (iii) Guarantor executes this Limited Guaranty.

As a condition of entering into the new Retail Lease Agreement with BBQ Beach, Inc., Landlord is requiring that this Limited Guaranty be executed by the Guarantor. In exchange for termination of its Lease, Guarantor is willing to provide a limited guarantee and become a limited surety for certain monetary obligations of BBQ Beach, Inc., under the new Retail Lease Agreement all as more particularly set forth herein.

### **Agreement**

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Guarantor hereby agrees as follows:

1. The Guarantor irrevocably, unconditionally, continuously and absolutely guarantees to Landlord and becomes surety for (a) the prompt payment of (i) One Hundred Forty Three Thousand Eight Hundred and Eight Dollars (\$143,808), which is the amount of the first year of annual minimum rent (the "Rental Amount") due and payable by BBQ Beach, Inc., under the new Retail Lease Agreement, which Rental Amount may be reduced in accordance with the terms of this Limited Guaranty, hereinafter referred to as the "Guaranteed Obligation"). The obligation of Guarantor under this Limited Guaranty shall be unconditional, absolute, continuing and irrevocable, irrespective of the genuineness, validity, regularity or enforceability of the Lease Agreement or any security which may have been given therefor or in connection therewith or any

other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Limited Guaranty and the obligations of the Guarantor hereunder shall not be affected, impaired, modified or released by reason of (a) the making by BBQ Beach, Inc., any affiliate of BBQ Beach, Inc., or Guarantor, of any assignment for the benefit of creditors or the bankruptcy or insolvency of BBQ Beach, Inc., any affiliate of BBQ Beach, Inc., or Guarantor, (b) any action taken by BBQ Beach, Inc., any affiliate of BBQ Beach, Inc., or Guarantor in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance of the Lease Agreement, (c) any default by BBQ Beach, Inc., under the new Retail Lease Agreement, (d) the liquidation or dissolution of BBQ Beach, Inc., any affiliate of BBQ Beach, Inc., or Guarantor, (e) the enforcement by the Landlord of any of its rights under the new Retail Lease Agreement, or (f) the sale, conveyance, transfer or assignment by BBQ Beach, Inc., of all or any portion of its interest under the new Retail Lease Agreement; it is being agreed that in the event of any of the foregoing, the liability of the Guarantor hereunder shall continue hereunder as if such event had not occurred.

2. This Limited Guaranty shall remain in full force and effect until the earlier of any of the following shall occur: (i) BBQ Beach, Inc., has paid to Landlord the Rental Amount, (ii) one (1) year from the date of this Guaranty has transpired, ending February 8, 2007 or (iii) Guarantor pays the current outstanding amount of the Guaranteed Obligation (as the same may have been reduced or discounted as provided herein). The Guarantor shall jointly and severally with BBQ Beach, Inc., be liable for all of the Guaranteed Obligation.

3. In connection with the Rental Amount herein guaranteed by the Guarantor, Guarantor shall receive a dollar for dollar credit for every rental payment made by BBQ Beach, Inc., under the new Retail Lease Agreement. In other words, for each monthly rent payment, or any portion thereof, made by BBQ Beach, Inc., under the new Retail Lease Agreement, the total amount of the Guaranteed Obligations shall be reduced by an amount equal to each payment made by BBQ Beach, Inc.

4. If a default, as such term is defined in Section 9.1 of the new Retail Lease Agreement, occurs under the new Retail Lease Agreement and continues beyond applicable notice and grace periods set forth therein, the Guarantor shall pay to Landlord within ten (10) days following the receipt of written notice thereof from Landlord, such of the Guaranteed Obligation as is required to be paid hereunder as Landlord shall direct.

5. If a default occurs under the new Retail Lease Agreement and continues beyond applicable notice and grace periods set forth therein, Landlord shall have the right to require the Guarantor to pay the Guaranteed Obligations and shall have the right subject to Paragraph 7 below, to proceed immediately against the Guarantor for such payment without being required to make any demand upon or bring any action or proceeding or take any other action of any kind against BBQ Beach, Inc., any guarantor under any other guaranty, or any other person or entity in connection with the new Retail Lease Agreement, or resort to or seek to realize upon the security, if any, held by Landlord, as a condition precedent to bringing an action upon this Limited Guaranty against the Guarantor, the liability of the Guarantor hereunder being a direct, primary obligation of the Guarantor and independent of and separate from the liability of



BBQ Beach, Inc., This Agreement shall be deemed an agreement of suretyship, and is a guaranty of payment and not of performance.

6. Upon an event of default by BBQ Beach, Inc., under the new Retail Lease Agreement, Guarantor shall have the ability to mitigate all damages associated therewith, including the right to procure a new tenant for the Demised Premises; provided, however, that Landlord shall have the right to reject any proposed new tenant, if in Landlord's reasonable business judgment, such proposed new tenant or its business is unsuitable for the Demised Premises.

7. At all times, Guarantor, at its option, upon ten (10) days prior written notice to Landlord, may prepay the Guaranteed Obligation. At the time of such prepayment, the Guaranteed Obligation shall be reduced by an amount equal to any credits against the Guaranteed Obligation that Guarantor is entitled to in accordance with paragraphs 3 and 4 above, and then discounted back to present value at the discount rate offered by the Federal Reserve Bank as published by the Wall Street Journal on the date of the giving of such prepayment notice.

8. Until the payment in full of the Guaranteed Obligation, the liability of the Guarantor under this Agreement shall in no way be released or affected (a) by any act or circumstance which might, but for this paragraph, be deemed a legal or equitable discharge of any guarantor or surety, or (b) by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Landlord or its failure to proceed promptly or otherwise with respect to the Guaranteed Obligation or this Limited Guaranty, or (c) by the commencement, existence or completion of any proceeding against BBQ Beach, Inc., or otherwise related to the collection and enforcement of the Guaranteed Obligation. The Guarantor hereby expressly waives and surrenders any defenses to his liability hereunder based upon any of the foregoing acts, omissions, agreements or waivers of Landlord, it being the purpose and intent of the parties hereto that the obligations of Guarantor hereunder is absolute and unconditional.

9. The Guarantor represents and warrants that:

(a) It has full power, authority and legal right to execute, deliver and comply with this Limited Guaranty and, upon the execution of this Limited Guaranty, this Limited Guaranty shall constitute the valid and legally binding obligations of Guarantor enforceable against Guarantor in accordance with its terms.

(b) No consent, approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with his execution and delivery of or compliance with this Limited Guaranty.

(c) The execution and delivery of and compliance with this Limited Guaranty will not conflict with or result in a breach of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or of any provision of any agreement or other document or instrument to which Guarantor is a party or by which Guarantor is bound, and such action by Guarantor will not result

in the creation or imposition of any lien, charge or encumbrance upon any property of the Guarantor in favor of anyone other than Landlord.

(d) There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor before or by any court, administrative agency or other governmental authority, or which brings into question the validity of this Limited Guaranty or the transactions contemplated hereby.

(e) The Guarantor has not applied for or consented to the appointment of a receiver, trustee or liquidator of itself or any of its property, admitted in writing its inability to pay its debts as they mature, made a general assignment for the benefit of creditors, been adjudicated a bankrupt or insolvent or filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against him in any proceeding under any such law, and no action has been taken by it for the purpose of effecting any of the foregoing. No order, judgment or decree has been entered by any court of competent jurisdiction approving a petition seeking reorganization of the Guarantor or all or a substantial part of the assets of the Guarantor, or appointing a receiver, sequestrator, trustee or liquidator of him or any of his property.

(f) The release of the Guarantor from its obligations under Guarantor's Lease, pursuant to the terms of the Letter Agreement, is and will be of direct interest, benefit and advantage to the Guarantor and constitutes good and valuable consideration for this Limited Guaranty.

10. In the event that for any reason one or more of the provisions of this Limited Guaranty or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in any such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Limited Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Any notice, demand or request hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when personally presented or sent by certified or registered mail, return receipt requested, to be addressed as follows:

If to Guarantor:

\_\_\_\_\_  
Address

If to Landlord:

Miami Beach Redevelopment Agency  
1700 Convention Center Drive  
Miami Beach, Florida 33139,  
Attention: Executive Director

or to such other address as any party hereto notifies the other of in writing. Such notice shall be deemed to be given when received if delivered personally or by reputable overnight courier or two (2) days after the date mailed if sent by certified or registered mail. Any notice of any change in such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

12. The falsity in any material respect of any representation or warranty of the Guarantor contained in this Limited Guaranty or the failure of the Guarantor to comply with any of the terms and provisions contained in this Limited Guaranty shall, at the option of Landlord, constitute an event of default under Guarantor's Lease.

13. This Limited Guaranty represents the entire agreement between the parties and no waiver or modification of this Limited Guaranty shall be effective unless in writing and signed by party to be charged thereby.

14. The use of any gender in this Limited Guaranty shall include all genders. This Limited Guaranty shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns.

15. This Limited Guaranty shall be construed in accordance with and governed in all respects by the laws of the State of Florida, and the sole venue for any suit or action brought under this Limited Guaranty shall be the federal or state court, as the case may be, situated in Miami-Dade County, Florida.

16. Landlord may avail itself of all remedies at law or in equity to remedy any default hereunder, including, but not limited to, enforcement of Guarantor's Lease.

IN WITNESS WHEREOF, the Guarantor has executed this Limited Guaranty as of the day and year first above written.

ATTEST: \_\_\_\_\_, Inc.

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA       )  
                                  )ss:  
COUNTY OF DADE       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2006, by \_\_\_\_\_. They are personally known to me or produced a valid \_\_\_\_\_ driver's licenses as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My commission expires:

**LANDLORD:**

Miami Beach Redevelopment Agency, a public body  
corporate and politic  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**TENANT:**

BBQ Beach, Inc.  
4299 Collins Avenue  
Miami Beach, FL 33140

**DATE OF EXECUTION:**

\_\_\_\_\_, 2006

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**ANCHOR SHOPS AT SOUTH BEACH  
RETAIL LEASE**

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### **LEASE SUMMARY**

The following is a summary of basic lease provisions with respect to the Lease. It is an integral part of the Lease, and terms defined or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Lease and its Exhibits, which are attached to and made a part of this Summary.

1. Date of Lease Execution: \_\_\_\_\_, 2006.
2. "Landlord": Miami Beach Redevelopment Agency
3. Landlord's Address: Miami Beach Redevelopment Agency  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Kent O. Bonde, Redevelopment Coordinator  
  
with a copy to:  
  
City of Miami Beach  
Miami Beach Redevelopment Agency  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Legal Department
4. "Tenant": BBQ Beach, Inc.
5. Tenant's Address: 4299 Collins Ave  
Miami Beach, Florida 33139
6. "Guarantor": BBQ Beach, Inc.
7. Guarantor's Address: 4299 Collins Ave  
Miami Beach, Florida 33139
8. Premises (section 1.1): 1555 Washington Av, Suites 1 - 3  
Miami Beach, FL 33139  
As shown on Exhibit "B"
9. Gross Rentable Area of Premises (section 1.1): Approximately 6,217 square feet, which includes approximately 5,917 rentable square feet on the bottom Floor (the "First Floor Space") and approximately 300 Rentable square feet on the second floor (the "Second Floor Space").
10. Gross Rentable Area of Retail Space (section 1.1): Approximately 20,500 rentable square feet

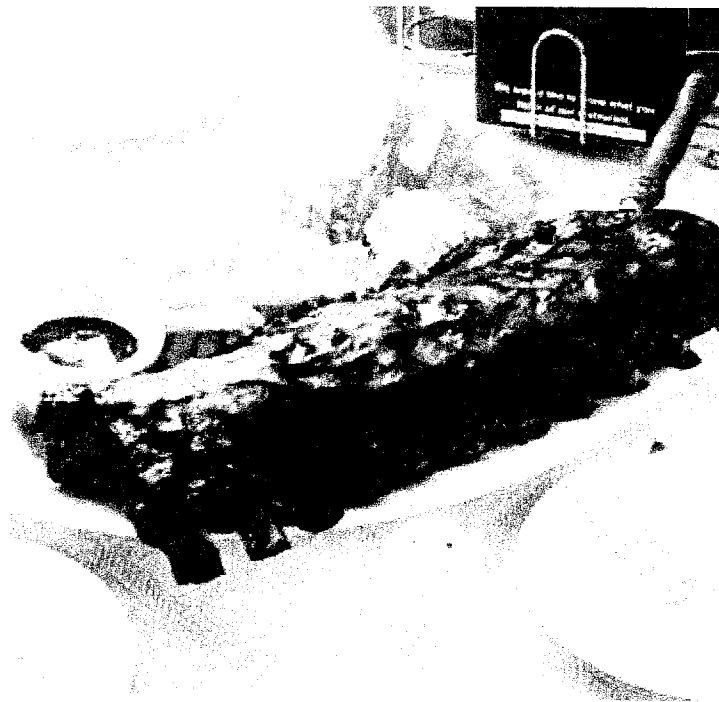
11. Tenant's Proportionate Share (section 2.4): N/A
12. Permitted Use of Premises (section 3.1): Restaurant and Bar (and subject to the prohibited uses described in Exhibit "D" to the Lease).
13. Term of Lease (section 1.1): Ten (10) years.
- "Commencement Date": The date that Landlord delivers possession of the Premises to Tenant.
- "Rent Commencement Date": The date Tenant opens for business or (Date of Occupancy), whichever is earlier.
- "ExpirationDate": Ten (10) years after the "Rent Commencement" Date.
- "Renewal Options": One (1) option of 10 years, after the Expiration Date of respective lease term. Tenant must notify Landlord in writing, one hundred and eighty (180) days prior to Expiration Date of its intention of exercising the Renewal Option.
14. "Minimum Rent" (section 2.2):

<u>MONTHS</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY PAYMENT (INCLUDING SALES TAX)</u>
Rent Commencement Date - Expiration of fifth (5 <sup>th</sup> ) Lease Year	<b>\$143,808.00</b>	<b>\$11,984</b>
Beginning of the sixth (6 <sup>th</sup> ) Lease Year – Expiration of the Initial Term	<b>\$165,309.00</b>	<b>\$13,776</b>

- |   |   |
|---|---|
| 15. <u>Percentage Rental (section 2.3):</u>                         | N/A   |
| 16. <u>Prepaid Rent (section 2.2):</u>                              | \$11,200, plus applicable sales tax due upon execution of Lease; to be applied to first full month Minimum Rent is due).                      |
| 17. <u>Security Deposit (section 2.7):</u>                          | \$11,200, (excludes sales tax) (due upon execution of Lease).   |
| 18. <u>Cost Pass-Throughs (section 2.4):</u>                        | N/A   |
| 19. <u>Comprehensive General Liability Insurance (section 6.1):</u> | \$2,000,000.00  |
| 20. <u>Monthly Promotional Charge (section 13.1):</u>               | N/A   |
| 21. <u>Broker(s) (section 14.12):</u>                               | N/A.  |
| 22. <u>Completion Date for Tenant's Work (section 5.1):</u>         | Sixty (60) days after the Commencement Date. Tenant shall provide Landlord a copy of the Occupational License to the Premises before opening. |
| 23. <u>Trade Name (section 3.1):</u>                                | Bar-Be-Que Beach .  |



# **PROPOSAL TO** **THE CITY OF MIAMI BEACH**



Presented by:

**TIMOTHY WILCOX**  
4299 Collins Avenue  
Miami Beach, FL 33140  
(305) 672-4472

**TIMOTHY WILCOX, INC.**

**(305) 672-4472**  
**Fax (305) 672-4472**

**4299 Collins Ave**  
**Miami Beach, FL 33140**

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City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

November 15, 2005

To Whom It May Concern:

Timothy Wilcox, owner of *Bar-be-que Beach, Inc.* proposes to the City of Miami Beach that he would like to purchase the lease from ABKEY NO. 17, INC. ABKEY NO. 17, INC. is willing to sell the business to Mr. Wilcox if the City of Miami Beach will release ABKEY NO. 17, INC. from its present lease with Miami Beach Redevelopment Agency.

The Miami Beach Redevelopment agency will extend the same lease to Bar-Be-Que Beach, under the same terms and provisions, rents, risks and liabilities that were in the lease of ABKEY NO. 17, INC.

Timothy Wilcox acknowledges that the fire alarm system and hood system needs to be repaired up to code. Enclosed in the proposal is the estimate to fix all outstanding problems with the hood system and the fire alarm system. Timothy Wilcox is willing to be solely responsible for the repairs to the fire alarm system to bring it up to code. Timothy Wilcox is willing to split the cost of repairs with the City of Miami Beach for screening of the exhaust vent.

Timothy Wilcox would agree to start the lease on January 1, 2006 to December 31, 2015 with a 10 year option period.

Sincerely,

Timothy Wilcox  
President  
Bar-Be-Que Beach

## **BAR-BE-QUE BEACH**

The following pages include:

1. Overview of Bar-Be-Que Beach
2. Employment History
3. Refurbishing and Opening Costs
4. Breakdown of Expenses
5. List of Business References
6. Letters of Recommendation from:
  - a. Laura Marinello, Vice President, City National Bank
  - b. Lawrence Kaine, Attorney at Law
  - c. Yamila Ismail, Revenue Manager, Charles Group Hotels
  - d. Martin Rosado, General Manager, Days Inn Oceanside
  - e. Faith Kennedy, General Manager, Days Inn Art Deco

## OVERVIEW OF BAR-BE-QUE BEACH

At this time *Bar-be-que Beach, Inc.* proposes to the City of Miami Beach the following:

A fast paced, lively, mid-price range barbecue restaurant located on the southwest corner of Washington Avenue & 16<sup>th</sup> Street. The restaurant will provide a comfortable and friendly atmosphere with a mouth watering menu. Oak-wood char grilled selections (i.e. Embers Restaurant) will be available on the menu. Every guest will receive hassle free service and quality ingredients to guarantee a fun and pleasurable dining experience. Bar-Be-Que Beach will serve lunch and dinner 365 days a year.

Bar-Be-Que Beach will cater to conventioners, tourists and residents in the South Beach area. Our goal is to provide the best tasting BBQ ribs, chicken, and steak, hand-in-hand with hospitable service. We will provide a dining experience that will ensure repeat business for years to come. Our portions will be hearty where people will come back do to the reasonable price and fast paced fun.

## **MENU ITEMS**

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### **ENTREES**

**BABY BACK RIBS  
ST. LOUIS BAR-B-Q RIBS  
BAR-B-Q PULLED PORK  
BAR-B-Q SLICED PORK  
BAR-B-Q CHICKEN  
CHAR GRILLED RIB EYE STEAK  
CHAR GRILLED NEW YORK STRIP  
BAR-B-Q SLICED BEEF  
CATFISH  
GROUPE SANDWICH  
SIRLOIN BURGERS**

### **APPETIZERS**

**OYSTERS ON THE HALF SHELL  
STEAMED CLAMS  
CRAB LEGS  
STEAMED SHRIMP  
BUFFALO CHICKEN WINGS  
RANCH CHICKEN STRIPS**

### **SIDES**

**BAR-B-Q BAKED BEANS  
LOADED BAKED POTATO  
SOUTHERN POTATO SALAD  
HOMEMADE COLESLAW  
COLOSSAL ONION RINGS  
STEAK FRIES  
FRIED OKRA  
CORN ON THE COB**

### **SALADS**

**BOTTOMLESS SALAD BAR**

## **REFURBISHING AND OPENING COSTS**

### **Capital Expenditures:**

Architecture	\$10,000
Design Costs	
Kitchen Equipment	\$200,000
Hood	\$50,000
Bar Redecorating Costs:	\$50,000
Including: Lighting, Bar, Bar top and Stools	
Sound/AV Equipment	\$12,000
Furniture inside	\$15,000
Furniture Outside	\$5,000
Decorations	\$15,000
Sign	\$5,000
Wood Char Grill & Hood	\$60,000

### **Other Opening Costs**

Opening Advertising	\$8,000
Inventory	\$35,000
Staff and Training	\$12,000
Uniforms	\$8,000
Menus	\$5,000
Glassware	\$8,000
Stemware	\$3,000
Plates	\$6,000
Silverware	\$3,000

**Total Estimated Cost:                      \$510,000**

**BREAKDOWN OF EXPENSES**

Expense	Daily	Weekly	Monthly	Yearly
Rent	\$349.32	\$2451.96	\$10,625.17	\$127,502.04
Licenses	\$32.88	\$230.77	\$1,000	\$12,000
Insurance	\$65.75	\$461.54	\$2,000	\$24,000
Labor	\$1,479.45	\$10,384.62	\$45,000.00	\$540,000
Liquor	\$493.15	\$3,461.54	\$15,000.00	\$180,000
Food	\$986.30	\$6,923.08	\$30,000.00	\$360,000
Utilities	\$82.19	\$576.92	\$2,500	\$30,000
Professional Services	\$32.88	\$230.77	\$1,000	\$12,000
Advertising	\$36.99	\$259.62	\$1,125	\$13,500
Replacement Costs	\$246.58	\$1,730.77	\$7,500	\$90,000
Repairs	\$98.63	\$692.31	\$3,000	\$36,000
Soft Goods	\$98.63	\$692.31	\$3,000	\$36,000
Entertainment	\$493.15	\$3,461.54	\$15,000	\$180,000
<b>Totals:</b>	<b>\$4,496</b>	<b>\$31,558</b>	<b>\$136,750</b>	<b>\$1,641,002</b>
<b>Based on Gross Sales of:</b>	<b>\$4,931.51</b>	<b>\$34,615.38</b>	<b>\$150,000</b>	<b>\$1,800,000</b>

This chart represents a cost breakdown, estimating the monthly sales at \$150,000 per month. Labor costs were based on an industry standard of 30%. The liquor cost is based on 20%. The food cost is based on 30%.

## **LIST OF BUSINESS REFERENCES**

<u><b>Business:</b></u>	<u><b>Contact Name:</b></u>	<u><b>Contact Number:</b></u>
<b>1. Eagle Brands</b> 3201 NW 72 <sup>nd</sup> Avenue Miami, FL 33122	Robin Yglesias	(305) 599-2337
<b>2. Gold Coast Beverage</b> 3325 NW 70 <sup>th</sup> Avenue Miami, FL 33122	Patricia Diaz	(786) 355-2315
<b>3. National Distributing Company</b> 441 SW 12 <sup>th</sup> Avenue Deerfield Beach, FL 33442	Javier Andrade	(786) 317-4869
<b>4. Premier Beverage Co.</b> P.O. Box 5500 Miramar, FL 33083	Tom DeQuattro	(305) 321-7943
<b>5. Southern Wine and Spirits</b> 1600 NW 163 <sup>rd</sup> street Miami, FL 33169	Jose Mole	(305) 625-4171
<b>6. Sysco Food Services</b> P.O. Box 64000-A Miami, FL 33164	Yenisse Cachonegrete	(305) 651-5421
<b>7. Miami Bar &amp; Rest. Supply</b> 5225 NW 36 <sup>th</sup> Avenue Miami, FL 33142	Mike	(305) 633-2603





**City National Bank**  
O F F L O R I D A

October 13, 2005

**Re: Timothy J Wilcox**

To Whom It May Concern:

This is to verify that Timothy J Wilcox maintains numerous Commercial and Personal Accounts with City National Bank of Florida. Mr Wilcox has been a valued customer of our bank since 1996. All of Mr Wilcox's accounts are in good standing.

If you require further information please do not hesitate to contact me.

Sincerely,

Laura Marinello  
Vice President  
Branch Manager



# CHARLES GROUP HOTELS

*On the Atlantic Ocean, Miami Beach*

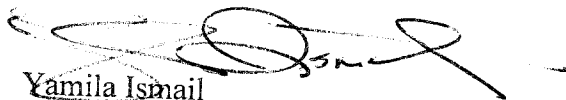
Jan. 5, 2006

To Whom It May Concern:

It is of utmost importance that I express our content with Mr. Timothy Wilcox.

Mr. Timothy Wilcox has been an excellent tenant for the past 17 years. He operates two of our Food and Beverage concessions; at the Days Inn Oceanside, Beaches Bar Grill and at the Days Inn South Beach, Free Spirits Sports Cafe. Mr. Wilcox pays his rent consistently on time at both locations.

Cordially,



Yamila Ismail  
Director of Revenue Management  
Charles Group Hotels

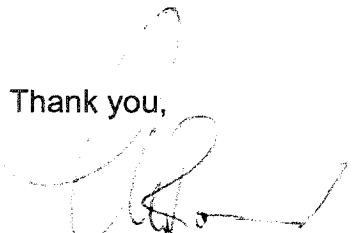


January 5, 2006

To whom it may concern:

Timothy Wilcox has been a tenant of the Days Inn Oceanside for the past sixteen years. He pays his rent in a timely fashion and we have enjoyed him as a tenant. Mr. Wilcox has extensively remodeled at his expense or as a partner of ours, all of the food and beverage space in the Days Inn Oceanside Hotel. Mr. Wilcox has also built on the property, the tiki bar, gift shop, and the inside cocktail lounge. We have been very happy with Mr. Wilcox and are looking forward to a long and prosperous relationship.

Thank you,



Martin Rosado  
**General Manager, CHA**  
**Days Inn Oceanside**



## Days Inn Art Deco / Convention Center

100 - 21st Street  
Miami Beach, FL 33139  
(305) 538-6631  
1-800-451-3345

January 06, 2006

To Whom It May Concern:

Mr. Timothy Wilcox has successfully run the Free Spirits Sports Café for ten years. This establishment is located on the property of the days Inn Art Deco Hotel. We have never had a problem with Mr. Wilcox and he has been a good tenant though these ten years. Mr. Wilcox runs his property in a very professional manner. He has also upgraded the area with the constant removal of street people. Mr. Wilcox is constantly improving his Sports Café to better serve the area. He is an asset to the area and we are happy to continue with our present relationship.

Sincerely,

Faith Kennedy  
General Manager  
Days Inn Art Deco